



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 4th ^{September} day of ~~August~~ in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

and the Construction Manager:
(Name, legal status, address, and other information)

Kaufman Lynn Construction, Inc.
3185 S. Congress Ave
Delray Beach, FL 33445

for the following Project:
(Name, location, and detailed description)

Doral Central Park Parking Garage & Recreation Area
3005 NW 92nd Ave
Doral, FL 33172

The Architect:
(Name, legal status, address, and other information)

Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

The Owner and Construction Manager agree as follows.

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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New parking garage and adjacent two-level building to be constructed on an existing park site.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Doral Central Park
3005 NW 92nd Avenue
Doral, FL 33172

§ 1.1.3 The Owner's budget for the Project:

(Provide total and, if known, a line item breakdown.)

Thirty-three million seven hundred and fifty thousand dollars (\$33,750,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Upon issuance of Notice to Proceed to Architect:
Schematic Design Phase: 60 calendar days + 5 calendar days for City review
Design Development Phase: 75 calendar days + 10 calendar days for City review
Construction Documents Phase: 105 calendar days + 10 calendar days for City review

.2 Construction commencement date:

As established in the fully executed Guaranteed Maximum Price Amendment.

.3 Substantial Completion date or dates:

As established in the fully executed Guaranteed Maximum Price Amendment.

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not known at time of agreement

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Florida Green Building Certification

(Paragraph deleted)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Zeida Sardinas
City Manager
8401 NW 53rd Terrace
Doral, FL 33166

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

City of Doral Departments

- Capital Improvements Division

- Public Works Department
- Planning & Zoning Department
- Parks & Recreation Department
- Information Technology Department
- Building Department

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Gabriela P. Ramirez, P.E.
Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral, Gables, FL 33134
305-673-2025

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Chris Long
Kaufman Lynn Construction, Inc.
3185 S. Congress Ave
Delray Beach, FL 33445

It is agreed and acknowledged that the terms "Contractor" and "Construction Manager" may be used interchangeably throughout the Contract Documents, but in any event refer to the Construction Manager as set forth in this Section 1.1.12.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Refer to Exhibit D for listed requirements.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Procurement functions performed by the Construction Manager during development of Guaranteed Maximum Price (GMP) shall comply with City of Doral Procurement rules, regulations, and ordinances.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. No changes to Guaranteed Maximum Price or Contract Time for changes in initial information unless documented by a City-issued Change Order.

§ 1.2.1 Material change for purposes of this agreement shall mean a change that palpably or perceptively varies or changes the form shape, elements, or specifications of a building from its original design or plan, or existing condition in such a manner as to appreciably affect or influence its function, use or appearance.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. In case of discrepancy or conflict among the Contract Documents, the following precedence will govern the priority of the Contract Documents:

- a) Any Amendments to the Contract Documents including the GMP Amendment and Change Orders, with the later date having precedence over those of an earlier date. Within the GMP Amendment, priority shall be given to Construction Manager's Qualifications and Assumptions;
- b) this Agreement;
- c) AIA Document A201-2017 General Conditions as modified by the parties;
- d) Drawings and Specifications; and
- e) any other Contract Documents

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager'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. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.3 If the Construction Manager is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

§ 2.3.4 The Construction Manager shall hold a valid current certificate(s) of competency for the type of work to be performed in accordance with the qualification requirements as set forth in Chapter 489 of Florida Statutes and Chapter 10 of the Code of Miami-Dade County.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1, 3.2, attached in Exhibit D, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction

Phase responsibilities are set forth in Section 3.3 and attached in Exhibit D. The Owner and Construction Manager may agree, in consultation with the Architect, to commence prior to the completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; critical path, and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's and Owner's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, an estimate of the Cost of the Work at the intervals indicated in Exhibit D with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's and Owner's review and approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph deleted)

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages are issued during the Preconstruction Phase.

§ 3.1.11.4 The Construction Manager shall provide copies and make available to Owner all subcontractor bids received for the project during the development of the Guaranteed Maximum Price. Tabulation of bids received, including amounts, shall be incorporated as part of the Guaranteed Maximum Price Proposal.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's and Architect's review, and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Preconstruction Services included as part of Exhibit D

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 Lump sum General Conditions and Requirements Costs Breakdown;
- .5 Construction Manager's Project Schedule;
- .6 Fixed costs for Subcontractor Default insurance, other insurances and bonds as set forth in the Contract Documents;
- .7 Lump sum Contractor Contingency to be set forth in detail in the GMP Amendment;
- .8 Construction Manager's unit prices to be used for future change order pricing;
- .9 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
- .10 A date by which the Owner must accept the Guaranteed Maximum Price; and
- .11 Construction Manager's Hurricane Plan.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency ("Contractor Contingency") for the Construction Manager's use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Contractor contingency funds shall be utilized in accordance with the requirements outlined in Article 6, below.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

Init.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment and issuance of a Notice to Proceed for the construction phase, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide any revisions necessary to the Drawings and Specifications in order to incorporate agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. Only those assumptions and clarifications that have been expressly reviewed and accepted in writing by the Owner and Architect prior to completion and issuance of the final Construction Documents and that are intended to be included in the Guaranteed Maximum Price Amendment shall be included.

All agreed-upon assumptions and clarifications shall be resolved and incorporated into the Construction Documents prior to finalization of the Construction Documents. The Construction Manager shall not include in the Guaranteed Maximum Price Amendment any assumptions, clarifications, exclusions, or qualifications that were not previously disclosed, reviewed, and accepted in writing prior to completion of the Construction Documents.

Following issuance of the revised Construction Documents reflecting the agreed-upon assumptions and clarifications, the Owner shall promptly furnish such revised Drawings and Specifications to the Construction Manager. The Construction Manager shall promptly notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Construction Documents.

No additional compensation shall be due to the Construction Manager or the Architect for revisions necessitated by assumptions or clarifications not timely disclosed in accordance with this provision. Any failure by the Construction Manager to identify such assumptions or clarifications prior to completion of the Construction Documents shall constitute a waiver of the right to rely upon them.

The Owner shall exclusively hold ownership and license to all preconstruction work product.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall be the date specified in the Notice to Proceed ("NTP") for the commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment and issuance of a Notice to Proceed or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. As a condition precedent to Owner issuing the Notice to Proceed, the Authority Having Jurisdiction over the Project must have issued the building permit necessary to commence the Work. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. Frequency of meetings shall be agreed upon by Construction Manager, Owner, and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017 and Exhibit D.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages

of completion, work planned for next month, updated project schedule, financial status, procurement status, photos, and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Property Rights in Materials: The Construction Manager shall have no property right in materials after payment has been made by the Owner to the Construction Manager for said materials. However, prior to payment, the Construction Manager shall be responsible for the security and storing of the material on-site until Final Acceptance by the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provides reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. However, nothing herein shall be deemed to waive the Construction Manager's obligation to visit and identify visible field conditions that may need to be presented to Owner or its design professionals to prevent or avoid conflicts in the Contract Documents.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner does not warrant that said records will disclose the actual subsurface condition. The interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are the sole responsibility of the Construction Manager, subject to the Construction Manager's right to submit a claim pursuant to the Contract Documents to the extent that actual conditions encountered differ from those anticipated.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 The City of Doral enters into this Contract solely in its proprietary capacity. Nothing in this Contract is intended to bind or otherwise restrict the discretion of the City of Doral acting in its regulatory capacity, including but not limited to the regulatory acts of the Planning and Zoning, Building or Public Works Departments.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delays in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager with a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as set forth below and also as referenced in Exhibit E.

Sixty-Two Thousand Four Hundred Eighty Three Dollars and No Cents (\$62,483.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Hourly Rate
Project Executive	\$226.00
Sr. Project Manager	\$217.00
Estimating VP	\$250.00
Sr. Estimator	\$175.00
Trade Estimator	\$105.00
Estimator	\$75.00
Superintendent	\$222.00
Scheduler	\$115.00
Admin. Assistant	\$70.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification. The foregoing hourly rates are predicated on the commencement of the Preconstruction Phase by December 31, 2026. In the event that the Preconstruction Phase does not commence by that time, Owner and Construction Manager agree that the rates shall be increased by four percent (4%). Should the Preconstruction Phase extend past the scheduled completion timeline established in the initial project schedule through no fault of the Construction Manager, the Construction Manager may be entitled to an annual adjustment to the Preconstruction Phase rates thereafter based upon the published Cost of Living index, not to exceed an additional four percent (4%) per year.

(Paragraph deleted)

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments

(Paragraphs deleted)

of all undisputed amounts for Preconstruction Phase services shall be made within thirty (30) days of receipt of the Construction Manager's invoice.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

In consideration for Construction Manager's performance of the Construction Services under the agreement, Owner shall pay Construction Manager a fee (the "Construction Manager's Fee") as memorialized in the GMP Amendment. The Construction Manager's Fee shall be FOUR AND A QUARTER (4.25%) percent of the Cost of Work but shall not include Owner Contingency.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The adjustment to the Guaranteed Maximum Price provided in a Change Order involving a change in scope of Work (net of related scope of Work deductions reflected in the Change Order) and/or an acceleration directed by Owner to make up delays not caused by the Construction Manager, may include a markup for the Construction Manager's Fee (4.25%) for overhead and profit should the net be an additive adjustment to the Cost of Work, along with the additional insurance costs and bond costs associated with increase in the Contract Sum. Construction Manager shall also be entitled to the costs for additional general conditions and general requirements to the extent the change in the Work involves an extension of the Contract Time.

All deductive change orders shall include a corresponding reduction in the Construction Manager's Fee, except for those change orders that are issued to account for reductions in the GMP arising from Direct Owner Purchases pursuant to the Contract Documents. There shall be no reduction in Construction Manager's Fee for deductive DOP change orders.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor's overhead and profit for changes in Work shall not exceed ten percent (10%). Subcontractors shall limit overhead and profit from is lower-tiered subcontractors or suppliers in connection with changes in Work to five percent (5%).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.6.1 Construction Manager acknowledges that if it fails to achieve Substantial Completion of the Work by the Date of Substantial Completion, as modified or extended pursuant to the Contract Documents, Owner will incur substantial damages and the extent of such damages are difficult to precisely quantify. Accordingly, instead of requiring any such proof, the parties acknowledge that as of the effective date of this Agreement, the amount of liquidated damages set forth in Section 6.1.6.3 represents a good faith estimate to the actual potential damages that would occur because of late completion. The amount of such liquidated damages does not include any penalty.

§ 6.1.6.2 Construction Manager shall be liable for liquidated damages beginning on the first calendar day after the Date of Substantial Completion, as modified or extended pursuant to the Contract Documents.

§ 6.1.6.3 Based on the foregoing determination by Owner, Owner shall require that the Construction Manager pay Owner (or have deducted from its payments) liquidated damages as follows for each calendar day after Date of Substantial Completion is not met: TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00) per calendar day until the Work is Substantially Completed. If the Construction Manager fails to achieve Final Completion of the Project by the date for Final Completion established in the Contract Documents, the Construction Manager shall pay Owner (or have deducted from its payment) liquidated damages in the amount of \$1,000 per calendar day until the Work is finally completed. In such event, liquidated damages will be assessed as incurred and reflected as deductions from amounts due, including retainage and under any pay applications pending at the time that such liquidated damages are assessed, without waiving other remedies. All liquidated damages that have not been deducted from payments prior to Final Payment in accordance with this Section shall be deducted from Final Payment. Nothing in this Section shall be deemed to preclude Construction Manager from contesting the assessment of liquidated damages as provided in this Agreement for claims and disputes.

Liquidated damages, if any, assessed against Construction Manager shall be capped and shall not exceed TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00).

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.1.7.1 The below savings shall revert to Owner and Construction Manager, in their respective amounts provided herein, via subsequent pay application and corresponding change orders.

For Buyout Savings: Any savings resulting from Construction Manager's buyout of the GMP (as calculated per Section 6.4, below) shall be deemed "Buyout Savings." At the time the buyout process is complete, or at such other time mutually agreed upon by Owner and Construction Manager in writing, Buyout Savings shall all be split with Seventy-Five percent (75%) reverting back to the Owner by way of a change order reducing the amount of the GMP and shall include the corresponding credit of Construction Manager's Fee, Bonds, and Insurances, and twenty-five percent (25%) being paid to the Construction Manager. Notwithstanding the foregoing, in no event shall Construction Manager's share of the Buyout Savings exceed ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$168,750.00).

For Contractors Contingency: the final remaining value of Contractors Contingency at the conclusion of the Project shall be deemed "Contingency Savings".

The Contractor's Contingency Savings remaining at the conclusion of the Project, if any, shall be split by Owner and Construction Manager with Owner receiving Seventy-Five percent (75%) and Construction Manager receiving Twenty-Five percent (25%). Owner's share of the Contingency Savings shall be credited by way of a change order reducing the amount of the GMP and shall include the corresponding credit of Construction Manager's Fee, Bonds, and Insurances. Notwithstanding the foregoing, distribution of Construction Manager's share of Contingency Savings shall not exceed ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$168,750.00).

§ 6.1.7.2 The Owner, being exempt from sales tax pursuant to state statute and local code, reserves the right to make direct purchases of certain materials and equipment or systems identified to be incorporated into the construction of the project by the Construction Manager and its Subcontractors.

The Construction Manager shall assist the Owner in identifying materials, equipment, systems, and other items included in the Project that may be suitable for procurement via the Direct Owner Purchase process.

When the Owner elects to make a Direct Owner Purchase, the Guaranteed Maximum Price shall be reduced by the purchase value of the materials, equipment, and/or systems, inclusive of sales tax, via a deductive Change Order. All labor, coordination, installation, and related costs associated with incorporation of the materials, equipment, and/or systems in the Work shall remain part of the Cost of Work.

The direct purchase of materials to be implemented for the project and the amount of such direct purchases shall be at the sole discretion of the City and as further set forth in Exhibit F. The Construction Manager acknowledges and agrees to comply with the requirements, responsibilities, guidelines, and process outlined in Exhibit F. All realized sales tax Savings shall go back to Owner and not shared with Construction Manager.

The Construction Manager remains responsible for coordination, compatibility, and installation, and must include items in the schedule and procurement tracking.

No time extension or general conditions increase for direct purchases unless City-caused delay(s) are proven on the critical path and documented by a Change Order.

§ 6.1.7.3 Owner and Construction Manager agree that, as part of the development of the GMP Amendment, the parties shall negotiate the terms, including amount and conditions, under which the Construction Manager could be eligible for an "Early Completion Bonus" for achieving Substantial Completion of the Work prior to the date required by the Project Schedule, as may be adjusted pursuant to the Contract Documents. Notwithstanding the foregoing, nothing herein shall be construed as a guarantee that an Early Completion Bonus will be agreed upon or included in the GMP Amendment, as any such incentive remains subject to Owner's sole discretion and formal approval.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

The Contract Manager shall not be entitled to any increase in the Guaranteed Maximum Price, fees, general condition or contract time absent a written change order executed by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction, provided the Architect receives written authorization by the Owner.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

(Paragraph deleted)

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 The Contract Manager shall provide a change of work pricing that separates (i) direct costs, (ii) time-related general conditions, and (iii) fees.

§ 6.4 Buyout Savings

Construction Manager may be able to generate buyout savings through the subcontractor buyout process, and throughout the project (the "Buyout Savings"). As each portion of the Work is procured by the Construction Manager, the Construction Manager shall determine whether Buyout Savings, if any, exist, which shall be evaluated on a line-item basis for each line item on account of which the Construction Manager procures the Work for more or less than the amount carried on the Schedule of Values therefor. Buyout Savings shall be evaluated on an aggregate basis, meaning that savings from the favorable buy-out of one line item can be used to offset buy-out losses on another line item before the overall calculation of Buyout Savings is performed. With each monthly Application for Payment, Construction Manager shall provide an accounting of Buyout Savings to date.

§ 6.5 Contractor's Contingency

"Contractors Contingency" is an established sum included in the GMP (that shall range between 3% to five percent 5% of the Cost of the Work included in the GMP) dedicated for the sole use by Construction Manager to cover those expenses considered reimbursable as the Cost of the Work but not included in a Change Order that arise from circumstances which are not completely predictable or foreseeable including costs associated with Section 3.2.2. Contractor's Contingency shall not be used to fund Owner-directed changes or changes in the Work initiated and authorized by Owner through Field Directives, ASIs, or Change Orders (including but not limited to changes in scope, systems, kinds and quality of materials, finishes or equipment, or other causes of increased costs for which the Contract Documents provide a basis for adjustment of the Contract Sum, which shall be funded directly by Owner through the Change Order process). Savings realized through value engineering or scope reduction shall not be part of the Contractor's Contingency. Owner-approved written add or delete Change Orders are not a part of the Contractor's Contingency and will not be calculated in the final reconciliation account. The Contractor's Contingency is not intended to fund additional costs of allowances beyond the dollar values included in the GMP as agreed to by the parties. The Construction Manager may use Contractor Contingency with Owner approval for items below:

1. Further development of components and details consistent with and reasonably inferable from the Drawings and Specifications.
2. Estimating and procurement errors and omissions (when not due to the negligence, omission, overt act or willful misconduct of Construction Manager, Subcontractor, or Supplier).
3. Overtime and other costs of accelerating the Work (not the basis of a Change Order) in the best interest of the Project, provided that the need for acceleration was not caused by the negligence or breach of Agreement by the Construction Manager.
4. Accommodating adverse weather conditions not reasonably anticipated, and other actual Costs of Work as defined in the Schedule of Values reasonably necessary to complete the Work and not specifically covered by any other line item in the Schedule of Values.

Construction Manager shall be required to provide written notification and supporting documentation for Owner's review when requesting utilization of Contractor Contingency. Owner approval is required prior to utilization of Contractor Contingency, but such approval shall not be unreasonably withheld, delayed or conditioned. Construction Manager shall maintain a log of all expenditures from Contractor's Contingency and will be required to furnish documentation evidencing charged thereto and the reasons therefore in such form and detail as the Owner may reasonably request from time to time.

§ 6.6 Owner's Contingency

The Owner reserves the right to include an "Owner Contingency" as part of the project which includes funds that are available exclusively to Owner during the duration of the Project. Owner Contingency funds will not be included in the GMP amount and may be used to increase scope or Changes in the Work or to satisfy any other amounts that Owner is

responsible for under the Contract Documents. Unused Owner Contingency at the end of the project shall all revert to Owner.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work during the Construction Phase. Costs for Construction Manager's Preconstruction Phase services shall be paid during the Preconstruction Phase. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7 and those categories identified in Construction Manager's General Conditions/General Requirements Cost Breakdown which shall be included as an attachment to the GMP Proposal. The General Conditions/General Requirements Cost Breakdown shall identify stated amounts, stated wages and stated rates for categories of expenses and personnel. After acceptance as part of the GMP Amendment, Construction Manager's General Conditions/General Requirements Costs shall be paid based on the percentage of Work completed within the period of time covered by each of Construction Manager's Applications for Payment (exclusive of Contractor's Contingency and Owner's Contingency). If the lump sum General Conditions/General Requirements Cost amount is exhausted prior to achieving Final Completion, then, unless Construction Manager is entitled to an adjustment of the General Conditions/General Requirements Cost amount in accordance with the Contract Documents, all additional General Conditions/General Requirements costs shall be the responsibility of the Construction Manager.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Stated wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Stated wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

(Paragraphs deleted)

§ 7.2.3 Stated wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 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 Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager 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 Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract based on stated rates to be agreed upon in the GMP Amendment. Any refunds or returns of premiums or deductibles realized shall be credited to the Owner through a change order reducing the GMP, inclusive of all associated credits, including the Construction Manager's Fee. This provision applies to all insurance policies and bonds related to the Project, including those of Subcontractors and suppliers.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for permits that are the responsibility of Construction Manager under the Contract Documents, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

(Paragraph deleted)

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager 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 in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

- .9 Costs for services incurred during the Preconstruction Phase.
- .10 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager 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 Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 Nothing contained herein shall create any contractual relationship between the Owner and any level subcontractor, materialman or supplier.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager 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 this 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 Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract; The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner has received a fully certified Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; (3) any buyout savings; and (4) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and Owner.

§ 11.1.5.4 When the Construction Manager allocates costs from the buyout savings to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and Owner.

§ 11.1.6 Applications for Payment 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 Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make 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.

§ 11.1.6.1 Progress payments will be made in accordance all applicable local ordinances and Florida Statute § 218.70 "Florida Prompt Payment Act", and Florida Statute § 218.735. Specifically, as provided in Florida Statute § 218.735, the Contractor shall remit payment due to subcontractors within 10 days after the contractors' receipt of payment. The subcontractor shall remit payment due to sub-subcontractors and suppliers within seven (7) days after the subcontractor's receipt of payment.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 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 most recent schedule of values;
- .2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified;
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .5 That portion of Construction Manager's lump sum General Conditions/General Requirements Costs (as calculated pursuant to Section 7.1). Owner agrees that Construction Manager may, in its first Application for Payment during the Construction Phase, include a lump sum mobilization expense of \$150,000.00 once the GMP Amendment is executed, which shall be billed against the lump sum General Conditions/General Requirements amount included in the GMP. With its first Application for Payment during the Construction Phase, Construction Manager shall also be entitled to bill the full value of its insurance costs, Subcontractor Default Insurance costs and bond costs with documentation supporting the costs.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Construction Manager's lump sum General Conditions/General Requirements Costs, bond costs, insurance costs, and Subcontractor Default Insurance costs along with the specific deposits identified in a "Deposits" exhibit to be included in the GMP Amendment.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

As part of the GMP Amendment, Owner and Construction Manager shall adopt a mutually agreeable process for reducing retainage for Subcontractors whose scopes of Work are completed, including all identified punch list items, at early stages of the Construction Phase. Notwithstanding the foregoing, nothing herein shall be construed as a guarantee that such reduction in retainage will be agreed upon or included in the GMP Amendment, as any such consideration remains subject to Owner's sole discretion and formal approval.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Subject to the limitations of Section 218.735, Florida Statutes, City preserves the right to withhold claims for outstanding punch list items in an amount equal to 150% of the estimated cost to complete each item on the punch list, plus reasonable amounts related to for defective work, claims, and unresolved disputes pursuant to the Contract Documents.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. 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.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article

9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

(Paragraphs deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Purpose and Applicability

§12.1.1 Purpose. This Article 12 establishes mandatory dispute resolution procedures intended to provide prompt, cost-effective resolution of Claims while preserving the City's audit, insurance, bonding, and contractual remedies.

§12.1.2 Incorporation. Claims shall be processed in accordance with this Article 12 and Article 15 of AIA Document A201-2017, as incorporated into the Contract Documents, except as expressly modified herein.

§12.1.3 Construction Phase. The Architect shall serve as Initial Decision Maker for Construction Phase Claims, as provided in AIA Document A201-2017, unless the parties appoint another individual in writing.

§12.1.4 Preconstruction Phase. Notwithstanding the current carve-out, Preconstruction Phase Claims shall also be subject to the executive negotiation step in § 12.3. 1, and the City may designate an Initial Decision Maker for Preconstruction Phase Claims by written notice.

§ 12.2 Definitions; Scope of Arbitration

§12.2.1 Arbitrable Claims. Arbitrable claims means Claims arising out of or relating to the Agreement and the Work, including disputes regarding the Guaranteed Maximum Price, change orders, Contractor Contingency usage, buyout savings, and liquidated damages, except as excluded below. , , , , , .

§12.2.2 Excluded Claims. The following are excluded from mandatory arbitration at the City's election: (i) actions for urgent provisional remedies where the arbitrator cannot act timely or cannot provide an adequate remedy; (ii) claims to enforce or preserve the City's rights under performance or payment bonds or insurance policies; and (iii) claims involving third parties who are not signatories, unless all necessary parties consent in writing to joinder. **Fla. Stat. § 682.031.**

§12.2.3 No Impairment of Bond/Insurance Rights. Arbitration between the City and Construction Manager shall not waive, delay, or impair the City's rights to make claims under bonds or insurance. , , .

§ 12.3 Multi-Tiered Procedure and Mandatory Timelines

1. **Executive Negotiation.** Within ten (10) days after a Claim is asserted in writing, the parties shall meet (in person or by videoconference) with an Owner executive and a Construction Manager executive with authority to settle to attempt resolution.
2. **Mediation.** If not resolved within fifteen (15) days after the executive negotiation meeting, either party may demand mediation pursuant to A201-2017 Article 15, and the mediation shall occur within thirty (30) days after the demand unless extended by the City in writing.
3. **Arbitration Demand.** If mediation does not resolve the Claim within ten (10) days after the mediation session, either party may demand arbitration.

§ 12.4 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ **Arbitration pursuant to Article 15 of AIA Document A201-2017**

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§12.4.1 Agreement to Arbitrate

Any Claim subject to but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017 shall be resolved by binding arbitration administered in accordance with this Article 12 and, to the extent not modified herein, Article 15 of AIA Document A201-2017.

§12.4.2 Seat Venue and Governing Procedure. The seat of arbitration and the hearing location shall be Miami-Dade County, Florida, unless the Owner consents in writing to another location.

§12.4.3 Number of Arbitrators. The arbitration shall be heard by one neutral arbitrator unless the Owner elects in writing, within ten (10) days after the demand for arbitration, to proceed before a panel of three arbitrators.

§12.4.4 Arbitrator Qualifications. Any arbitrator shall have not less than ten (10) years of substantial experience in construction law and/or construction management of projects of similar complexity and shall be licensed as an attorney in good standing in at least one U.S. jurisdiction or a construction professional with equivalent dispute resolution experience acceptable to the Owner.

§12.4.5 Arbitration Procedure. Any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§12.4.6 Impartiality; Disclosures; Disqualification. The arbitrator shall be neutral and shall make written disclosures consistent with the disclosure obligations applicable to neutral arbitrators under Florida law, including any known facts a reasonable person would consider likely to affect impartiality and shall have a continuing duty to disclose.

§12.4.7 Challenge Procedure. Any party may challenge an arbitrator for evident partiality or failure to disclose, and the arbitrator shall be disqualified and replaced upon a determination consistent with Florida law governing evident partiality of neutral arbitrators.

§12.4.8 Interim and Emergency Relief. The arbitrator shall have authority to award provisional, injunctive and equitable relief, including interim awards, specific performance, and emergency measures necessary to protect the effectiveness of the arbitration and to promote fair and expeditious resolution.

§12.4.9 Court Relief Where Urgent. A party may seek a provisional remedy from a court only if the matter is urgent and the arbitrator is not able to act timely or cannot provide an adequate remedy.

§12.4.10 Discovery. Discovery shall be limited to (i) exchange of core project documents, (ii) reasonable written discovery, and (iii) a presumptive limit of three (3) depositions per side, with additional depositions only upon a showing of good cause.

§12.4.11 Costs and Fees. The arbitrator shall award the Owner, as the prevailing party, its reasonable attorney's fees, expert fees (if awarded), and all arbitration administrative fees and arbitrator compensation, and shall have authority to allocate such costs to maximize recovery consistent with the parties' agreement.

§12.4.12 Not Cost of the Work. Arbitration administrative fees, arbitrator compensation, and the parties' attorney's fees and costs incurred in disputes between the Owner and Construction Manager shall not be reimbursable as Cost of the Work.

§12.4.13 Reasoned Award; Timing. The arbitrator shall issue a reasoned written award with findings of fact and conclusions of law within thirty (30) days after the close of the hearing, unless extended for good cause.

(Paragraph deleted)

§12.4.14 Confidentiality; Public Records. The parties shall maintain the confidentiality of the arbitration to the extent permitted by law; however, nothing in this Agreement shall be construed to restrict the Owner from disclosing arbitration materials, proceedings, or awards to the extent required by law, court order, or as necessary for audit, insurance, bond, enforcement, or City governance purposes, with reasonable efforts to redact sensitive commercial information where permitted.

§12.4.15 Conflict of Law. In the event of a conflict of law, the Federal Arbitration Act shall govern the arbitration clause and the procedures as stated; Florida Law shall govern the remainder of this agreement.

(Paragraphs deleted)

§ 12.5 Arbitration Procedures

§ 12.5.1 Seat and Venue. Miami-Dade County, Florida.

(Paragraphs deleted)

§ 12.5.2 Arbitrator Selection and Qualifications. As set forth in revised § 12.4 above, including construction expertise and neutrality.

§ 12.5.3 Impartiality and Disclosures. Mandatory disclosures and continuing duty consistent with Florida law; disqualification for evident partiality. **Fla. Stat. § 682.041, Fla. Stat. § 682.13.** Discovery.

§ 12.5.4 Limited discovery with early exchange of core project records, including the Contractor Contingency log and supporting documentation, and production consistent with the City's audit rights.

§ 12.5.5 Expedited Schedule. Hearing to commence within ninety (90) days after arbitrator appointment unless the City agrees otherwise; award within thirty (30) days after close of hearing.

§ 12.5.6 Interim Relief. Arbitrator authority and limited court access consistent with Florida's provisional remedy statute. **Fla. Stat. § 682.031.**

§ 12.6 Costs, Fees, and Fee-Shifting

§ 12.6.1 Prevailing Party. The arbitrator shall award the City, if it is the prevailing party, its reasonable attorney's fees and costs, including arbitration administrative fees and arbitrator compensation, and may award expert fees as part of costs if permitted by the parties' agreement.

§ 12.6.2 Not Cost of the Work. Dispute-related arbitration and attorney's fees between Owner and Construction Manager are not reimbursable as Cost of the Work.

 nit.

§ 12.6.3 Deposits/Advances. The Construction Manager shall advance the City's share of required arbitration deposits upon invoice, subject to reallocation in the final award.

§ 12.7 Contract Administration Protections During Disputes

§ 12.7.1 Audit Rights Preserved. The City's audit and record access rights under Article 10 remain fully enforceable during negotiation, mediation, and arbitration.

§ 12.7.2 GMP and Change Order Compliance. The arbitrator shall enforce the requirement that no increase in GMP, fees, general conditions, or Contract Time is permitted absent a written change order executed by the Owner, and shall deny any relief inconsistent with that requirement.

§ 12.7.3 Contractor Contingency. Any claim for Contractor Contingency usage must be supported by the required written notification, documentation, and Owner approval requirements.

§ 12.7.4 Liquidated Damages. Disputes regarding liquidated damages are arbitrable and shall be decided by applying the liquidated damages provisions as written.

§ 12.8 Confidentiality; Public Records; Limited Protective Measures

§ 12.8.1 Confidentiality (Limited). The parties shall treat arbitration submissions and testimony as confidential to the extent permitted by law.

§ 12.8.2 Public Records. The City may disclose arbitration materials, proceedings, and awards to the extent required by law, court order, or as necessary for City audit, insurance, bonding, enforcement, or governance purposes, with reasonable efforts to redact sensitive commercial information where permitted.

§ 12.9 Finality, Enforcement, and Limited Review

§ 12.9.1 Final Award. The award shall be final and binding, subject only to the limited statutory grounds for vacatur/modification under Florida law. **Simmons v. City of Avon Park, 788 So. 2d 1076 (Fla. Dist. Ct. App. 2001), Fla. Stat. § 682.13.**

§ 12.9.2 Time Limits. Any motion to vacate must be brought within the statutory time limits. **Fla. Stat. § 682.13.**

§ 12.9.3 Enforcement Venue. Judgment on the award may be sought in a court of competent jurisdiction in Florida.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction

Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 The Construction Manager shall maintain the insurance and bonds as provided in AIA Document A133™-2019 Exhibit B attached to this agreement for the duration of the Work performed under this Agreement. The Owner reserves the right to amend the required insurance and bonds for the Work in order to meet the full value of the scope of services.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 14.3.2 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraph deleted)

§ 14.3.3 The Construction Manager shall deliver and file or record the payment and performance bond in a form acceptable to the Owner before the commencement of the work, consistent with Florida public works bond principles.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Governing Laws

§ 14.5.1 The Contractor shall, during the term of this Contract and in the prosecution of the work, be governed by the statutes, regulatory orders, ordinances and procedures of the United States of America, the State of Florida, Miami Dade County and the City of Doral, including but not limited to, the Florida Building Code and Florida Fire Prevention Code.

§ 14.5.2 The Contractor shall comply with all applicable laws including, not limited to Florida Statutes Chapter 119, Florida Public Records Law, Florida Statute § 218.70 "Florida Prompt Payment Act", and provide for requisite bonding as required in Florida Statute § 255.05.

§ 14.6 Public Entity Crimes Affidavit

§ 14.6.1 Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Contractor shall execute and provide the City with a certification, in a form acceptable to the City, certifying compliance with this provision. Additionally, the Contractor agrees to observe the above-referenced requirements for applicable subcontracts entered into for the performance of work under this Agreement.

§ 14.7 E-Verify

§ 14.7.1 The Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

§ 14.7.2 The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must

§ 14.7.3 Provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "C".

§ 14.7.4 In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 Exhibit A- A133-2019, Guaranteed Maximum Price Amendment, AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Exhibit B- AIA Document A133™-2019, Exhibit B -Insurance and Bonds
- .4 Exhibit C- AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Exhibit D- Request for Proposals 2025-27 "Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area"

(Paragraphs deleted)

- .6 Exhibit E- Kaufman Lynn Bid Submittal – RFP No. 2025-27 dated January 6, 2026
- .7 Exhibit F- Owner Direct Purchases (ODP)
- .8 Exhibit G – Resolution No. 26-35
- .9 Exhibit H – Permit Responsibility Schedule

(Paragraphs deleted)

- .10 Exhibit I – Owner Warranty Guide

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

CITY OF DORAL

KAUFMAN LYNN CONSTRUCTION, INC.



 OWNER (Signature)
 Zeida Sardinas City Manager

 (Printed name and title)



 CONSTRUCTION MANAGER (Signature)
 Carlos L. Long, CEO

 (Printed name and title)

EXHIBIT A

**AIA A133-2019 EXHIBIT A- GUARANTEED MAXIMUM
PRICE AMENDMENT (DRAFT TEMPLATE FOR
REFERENCE)**



DRAFT AIA® Document A133® - 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year « », is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month, and year.)

for the following PROJECT:
(Name and address or location)

« »
« »

THE OWNER:
(Name, legal status, and address)

« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »
« »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

« »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

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

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:

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

« »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:

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

« »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:

(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 Construction Manager'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

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

EXHIBIT B

AIA DOCUMENT A133-2019, EXHIBIT B-
INSURANCE AND BONDS

A handwritten signature in blue ink, located in the bottom left corner of the page. The signature is stylized and appears to be a first name followed by a last name.

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 9/8/2026 day of August in the year 2026
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Doral Central Park Parking Garage & Recreation Area
3005 NW 92nd Ave
Doral, FL 33172

THE OWNER:
(Name, legal status, and address)

City of Doral
8401 NW 53rd Terrace
Doral FL, 33166

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Kaufman Lynn Construction, Inc.
3185 S. Congress Ave
Delray Beach, FL 33445

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1 at the time of GMP Amendment, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion and thereafter as provided in Section B.2.3.1.3, or for such longer period as the owner may elect in its sole discretion.

This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors as their interests may appear, in the Project as insureds. This insurance shall also include the interests of mortgagees as loss payees. Owner shall provide Construction Manager with a complete copy of the Builder's Risk policy prior to Construction Manager's commencement of the Work at the Project site.

The Builder's Risk shall not be required to cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the work.

This coverage shall not extend to any of the Construction Manager, their, Subcontractors' or Sub-subcontractor's vehicles, mobile equipment, tools or items of personal property and shall not respond or provide coverage for the loss of use of these items. The Construction Manager shall make its own arrangements for any insurance it may require on such vehicles, mobile equipment, tools and other similar items. Any such policy obtained by the Construction Manager under this Section shall include a waiver of subrogation in accordance with the requirements of Section 11.3 of the A201-2017. This insurance shall include the interests of any party required of the owner.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall provide, unless the parties agree otherwise, coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. The builders risk insurance may contain sub-limits for certain perils as commonly found in insurance policies of the same type and will be detailed in the policy form. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Construction Manager shall be responsible for any deductibles arising from losses to the extent caused by Construction Manager or its subcontractors with a maximum deductible responsibility in the amount of \$50,000.00 per occurrence. Construction Manager may charge any responsible subcontractor for their proportionate share of the loss. Weather-related losses resulting from conditions outside of the Construction Manager's control will be the responsibility of the Owner as long as there was no negligence on the part of the Contract Manager or any subcontractor.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner, at its sole discretion, may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner at its sole discretion may also purchase and maintain additional types of insurance for their sole benefit. If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if agreeable and if commercially available, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(Paragraphs deleted)

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance and copies of endorsements evidencing any required coverage under this agreement acceptable to the Owner (and, at the Owner's request, certified, complete copies of all required policies subject to Construction Manager's right to redact any premium information or other sensitive financial information. Prior to establishing the GMP, Owner and Construction Manager shall meet to review and discuss the basis for the Subcontractor Default Insurance (SDI) rate, if any, to be included in Construction Manager's GMP proposal. After the GMP is established, and at Owner's request, Construction Manager shall provide such reasonable information necessary for the Owner to audit the application of the stipulated SDI rate to the value of enrolled subcontractors in order to verify Construction Manager's SDI charges; provided, however, that the SDI rate itself shall not be auditable. Additionally, Construction Manager shall provide the City with a Financial Interest Endorsement from its SDI carrier. Construction Manager shall provide the information required herein evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The foregoing is subject to Construction Manager's right to redact any premium information or other sensitive financial information. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by the Florida Statute of Repose, any other applicable Statute, and other time requirements elsewhere in the contract documents. Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner, its agents, any financing institution associated with the financing of this project and all design professionals, as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies. All insurance policies shall be procured through companies lawfully authorized to do business in the jurisdiction in which the Project is located, at least the following insurance from insurance companies acceptable to the owner and the contractor with an A.M. Best rating of A- VII or better.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager. Any deductibles or self-insured retentions shall be subject to the Owner's approval, and the Construction Manager shall be solely responsible for the payment of all deductibles and self-insured retentions for policies provided by the Construction Manager pursuant to the Contract Documents. The coverage afforded to the Additional Insureds under the policies required of the Construction Manager shall not be conditioned on the payment of any deductible or self-insured retention.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage, Automobile liability, and Excess/Umbrella Liability policies to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and any party reasonably required of the owner, as an additional insured for any liability arising out of any operations, including the Construction Manager's negligent acts or omissions for which loss occurs during completed operations with no exclusions or restrictions for ongoing operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies or any other available insurance including deductibles and self-insured retentions and shall apply to both ongoing and completed operations. In the event that any policy provided in compliance with the Contract states that the coverage provided to an Additional Insured shall be no broader than that required by contract, or words of similar meaning, the Parties agree that nothing in this Contract is intended to restrict or limit the breadth of such coverage. The additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. Any similar or alternate forms must be approved by the Owner in writing. If the Construction Manager fails to purchase and maintain any insurance required by the Contract Documents, the Owner may but shall not be obligated to, upon ten (10) days prior written notice to the Construction Manager, purchase such insurance on behalf of the Construction Manager and shall be entitled to be reimbursed by the Construction Manager upon demand.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as required by the Florida Statute of Repose, any other applicable Statute, or as stated elsewhere in the contract documents. If the owner selects to place the obligation of obtaining the builders risk on the Construction Manager then a corresponding adjustment will be made to the GMP calculations. All Builders Risk coverage requirements stipulated in section B.2.3 will apply if such obligation is placed on the Construction Manager.

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form CG0001 04 13 or a similar acceptable edition for bodily injury and property damage that may arise out of or result from the Construction Manager's operations and completed operations under the Agreement, whether such operations be by the Construction Manager or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Claims Made Commercial General Liability policies will not be accepted. Policy limits must not be less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, not less than Three Hundred Thousand Dollars (\$300,000) Damage to Rented Premises, not less than Ten Thousand Dollars (\$10,000) Medical Expense (any one person) providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.
- .6 Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the Statute of Repose for the state of Florida or any other applicable Statute. Provisions excluding products and completed operations, or those that limit completed operations coverage to ongoing operations only, will be unacceptable.
7. The Commercial General Liability insurance policy must be endorsed to state that general aggregate limits apply per project.
8. Contains a severability or separation of insureds clause.
9. The policy shall contain an "occurrence" definition substantially equivalent to ISO CG 00 01.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Reserved.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims for ongoing operations, premises/operations, independent contractors, underground, explosion and collapse (XCU) (for trades with trenching or excavation activities within their scope of work), and any persons or entities performing work on behalf of the Construction Manager, where the Work involves such hazards.
- .12 Claims for injury to employees or independent contractors other than that contained in the standard coverage ISO form. Include insured contract coverage, including indemnity for damages or injuries to the Construction Manager's employees and shall not exclude any Additional Insured claims pertaining to damages or injuries to the Construction Manager's employees.
13. NO conditions on coverage based on any insured's compliance with risk transfer mechanisms through insurance, indemnity clauses, or otherwise.
14. NO form of exclusion of subcontracted work, and no deletion of or modification to the subcontractor exception to the "damage to your work" exclusion.
15. No limitation of the ISO standard "insured contract" exception to the contractual liability exclusion.
16. Claims related to earth subsidence or movement, if the Work involves such hazards;
17. Reserved.
18. Crane liability and Riggers liability coverage may be provided through a subcontractor or crane supplier. If the coverage is provided by a subcontractor then a specific additional insured endorsement naming the City

shall be provided by the subcontractor without any requirement of a written contract to make the endorsement enforceable. Limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence. If limits are impaired, written notice must be given to owner within 10 days and additional coverage must be purchased. If the Construction Manager is operating, hiring or contracting others to use operate or hire a crane with an updated crane certification and adherence to OSHA Standard # 1926.550 or any other applicable standard. The crane certification shall be kept on the Project site at all times. All damages to the crane are the sole responsibility of the Construction Manager and the Construction Manager waives and shall cause all applicable insurance carriers providing physical damage insurance on the crane to also waive all right of recovery against Indemnitees and all other parties with interest in the Project for all damages to the crane.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$1,000,000) (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of any motorized vehicle on or off the project site. If hauling of hazardous waste is part of the scope of the Work, Commercial Automobile Liability insurance with a Two Million Dollar (\$2,000,000) combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles shall be required, which policy shall include an MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile). Construction Manager may comply with the foregoing requirements for hazardous waste hauling, if applicable, by providing said coverage through a subcontractor. If the coverage is provided by a subcontractor then a specific additional insured endorsement naming the City shall be provided by the subcontractor without any requirement of a written contract to make the endorsement enforceable. Limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence. If limits are impaired, written notice must be given to owner within 10 days and additional coverage must be purchased. And any other statutorily required automobile coverage.

B.3.2.31 Excess/Umbrella Liability Excess/Umbrella liability coverage shall follow form over the underlying insurance except as specifically provided in the umbrella policy subject to approval and acceptance by the Owner. Coverage shall be excess of the Employers Liability, Commercial General Liability, Automobile Liability, coverage required herein and shall include all coverages on a "following form" basis. Coverage shall attach upon exhaustion of the applicable underlying limits.. The aggregate limits shall apply separately to the work and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by the Owner. The Construction Manager shall maintain the Excess/Umbrella Liability coverage for the duration of the Florida Statute of Repose.

- (a) Not less than Fifteen Million Dollars \$15,000,000 per occurrence
- (b) Not less than Fifteen Million Dollars \$15,000,000 general aggregate (annual)
- (c) Not less than Fifteen Million Dollars \$15,000,000 product/completed ops aggregate (annual)

B. Minimum Limits. The limits of insurance provided by the Construction Manager shall be the greater of the limits maintained in the normal course of the Construction Manager's business or the minimum limits specified above. The limits of insurance stated above for each type of insurance are minimum limits only; in the event the Construction Manager's policy provides greater limits, then the Additional Insureds shall be entitled to, or to share in, the full limits of such policy, and this Agreement shall be deemed to require such full limits.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

The Workers compensation policy shall contain:

1. An endorsement providing a Waiver of subrogation in favor of the Owner and anyone required of the Owner.
2. Voluntary Compensation
3. If the Construction Manager will borrow or otherwise use loaned employees (including if the Construction Manager leases a piece of equipment and it comes with an operator or the Construction Manager obtains employees from temporary agencies), the Construction Manager shall obtain an Alternate Employer's Endorsement (WC 00 03 01 A)
4. If the Construction Manager leases "employees" from a professional employer organization, the Construction Manager shall obtain from the professional employer organization a PEO Extension endorsement (WC 00 03 20 B).

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 Professional Liability/Errors and Omissions: To the extent the Work requires professional services, the Construction Manager shall procure Professional Liability/Errors and Omissions with limits for each claim not less than Ten Million Dollars (\$10,000,000), which Professional Liability insurance policy shall: (a) be maintained until the expiration of the applicable Statute of Repose in the jurisdiction in which the Project is located, (b) have a retroactive date prior to the performance of any services to be provided under this Agreement, if coverage is procured on a claims made basis, (c) state that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be at least twenty-four (24) months, and (d) have deductibles or self-insured retention not in excess of Two Hundred Fifty Thousand Dollars (\$250,000) per claim and provide that payment of any such deductible or self-insured amounts shall be at the named insured's sole cost and expense and that it shall be the insurance company's responsibility to seek reimbursement from the named insured. Coverage shall be afforded on forms acceptable to Owner in its sole discretion.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, that provides coverage for liability arising from the Construction Manager's Work or construction activities, whether occurring on or off of the Project site, as well site conditions about which the Construction Manager is unaware but are made worse by the Construction Manager or those for whom the Construction Manager is responsible, with limits of not less than Five Million Dollars (\$5,000,000) for each loss and Five Million Dollars (\$5,000,000) aggregate (providing coverage for liability arising from, or made worse by, the Work or the Construction Manager's or its Subcontractors' construction activities, which insurance shall cover property damage, bodily injury (including death and disease), environmental damage, remediation, clean-up costs and defense costs). The Construction Manager's pollution liability insurance shall insure against and provide coverage for property damage, abatement/cleanup, whether on or off of the Project site, as well as bodily injury, repair and defense costs resulting from liability arising out of pollution conditions, including exposures arising from any solid, liquid, gaseous or thermal pollutant, irritant or containment including smoke, vapors, odors, soot, fumes, acid, alkalis, toxic chemicals, hazardous substances, electromagnetic fields, low level radioactive waste and material, mold matter, Legionella, and waste materials, including medical infectious and pathological waste. The Construction Manager's pollution liability insurance must cover the liability of the Construction Manager during the process of construction, installation, removal, storage, encapsulation, loading, unloading, transport and disposal of hazardous materials or substances, and shall include coverage for bodily injury and loss of, damage to, or loss of use of property, arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, water materials or other irritants, contaminants or pollutants into or upon the Project site, the Project, the atmosphere, any water course or body of water. The Construction Manager must maintain, without interruption, its pollution liability insurance coverage and renew the pollution liability insurance policy annually from the date of commencement of the Work through and including the expiration of the applicable Statute of Repose.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Ten Million Dollars (\$10,000,000 per claim and Ten Million Dollars (\$ 10,000,000) in the aggregate.

§ B.3.2.11 Riggers Legal Liability Insurance shall be procured by the Construction Manager. If the Work requires the Construction Manager to provide a crane used to hoist, lower and horizontally move a suspended load then the Construction Manager shall maintain or cause to be maintained through a subcontractor or crane supplier, Riggers Liability insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and in aggregate, covering loss or damage to all property, including not only property in operator's care, custody and control but also consequential damage to all other property arising from all rigging operations. The insurance coverage will be the broadest form available including Boom Overload and Collapse, Debris Removal and Preservation of Property. The policy shall name Indemnitees and other entities as may be reasonably requested as additional insureds. If the coverage is provided by a subcontractor then a specific additional insured endorsement naming the City shall be provided by the subcontractor without any requirement of a written contract to make the endorsement enforceable. Limits shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence. If limits are impaired, written notice must be given to owner within 10 days and additional coverage must be purchased.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ B.3.2.13 The Construction Manager shall maintain any and all additional insurance coverage as required by applicable law.

§ B.3.2.14 Severability Clause. All insurance shall include a severability of insured clause for all named insureds and additional insureds. None of the insurance policies that the Construction Manager is required to procure shall contain insured versus insured exclusions.

§ B.3.2.15 Evidence of Insurance. True and complete copies of the required policies and of any other policies maintained by the Construction Manager for which the Construction Manager seeks reimbursement as part of the Cost of the Work, including all endorsements thereto, or, if acceptable to the Owner, in its sole discretion, certificates of insurance, declarations pages and additional insured endorsements, Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance, subject to Contractor's right to redact any premium information or other sensitive financial information. These certificates and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, provided only ten (10) days' prior written notice shall be required for cancellation for nonpayment of premium. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the A201-2019 and thereafter upon renewal or replacement of such coverage until the expiration of the time required hereunder. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Construction Manager to the Owner promptly. The Owner's failure to demand or inspect a policy or other evidence of insurance, and/or the Owner's failure to identify or object to any discrepancy therein, is not a waiver of any requirement contained in the Contract. The obligation to procure and maintain insurance required by this Exhibit are separate responsibilities of the Owner and Construction Manager and independent of their duties to furnish a certified copy or certificate of the policies required by this Exhibit, respectively. Should the Construction Manager fail to deliver the evidence of insurance required by the Contract Documents when so required, Construction Manager hereby authorizes the Owner to, obtain the required evidence of coverage. However, the owner is not obligated to do so.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☐ **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Construction Manager shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

☐ **§ B.3.3.2.2** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ **§ B.3.3.2.3** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

☐ **§ B.3.3.2.4** Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

(Paragraphs deleted)

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide performance and payment bonds in the form provided in section 255.05 of the Florida Statutes and otherwise in form and substance acceptable to the Owner, without limitation, complying with the following specific requirements.

- .1 Bonds shall name the Owner as obligee;
- .2 Bonds shall be executed by a responsible surety licensed in the jurisdiction in which the Project is located, with a Best's rating of no less than A/X, and shall remain in effect for a period not less than the applicable duration required by Florida law;

(Paragraphs deleted)

- .3 The penal sum of the Performance Bond and Payment Bond shall equal the Guaranteed Maximum Price specified in the GMP Amendment. The penal sum shall automatically be increased or decreased by the amount of any agreed upon Change Order fully executed by the Owner and Construction Manager which increases or decreases the Contract Price, provide that such Change Orders do not, either singly

or in the aggregate, exceed 10% of the original GMP amount. Any increase or decrease in the bond amount in excess of 10% of the original GMP must be done by way of a Rider to the Bond executed by the Surety;

- .4 The attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney;
- .5 Every bond under this Subsection must display the Surety Bond Number;

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

EXHIBIT C

AIA DOCUMENT A201-2017

GENERAL CONDITIONS OF THE CONTRACT FOR
CONSTRUCTION





AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Doral Central Park Parking Garage & Recreation Area
3005 NW 92nd Ave
Doral, FL 33172

THE OWNER:

(Name, legal status and address)

City of Doral
8401 NW 53rd Terrace
Doral FL, 33166

THE ARCHITECT:

(Name, legal status and address)

Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, 33134

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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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

John

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14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project involves providing construction services of which the Work performed is fully identified in the Contract Documents.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.6.3 The Contractor agrees to participate and utilize the agreed project management platform identified for this project for transmission of project information and communication. The Contractor agrees to comply with all protocols and terms and conditions required for use of platform.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein, if applicable.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may stop only that portion of the Work affected by the change until reasonable evidence is provided.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. All Owner responsible permit fees shall not be included as allowance. City will pay for these outside GMP Amendment. This includes initial master building permit and trade sub permits. Construction Manager shall remain responsible for all permit fees related to shop drawings, trade sub permit revisions, and any other construction related permits not previously identified as an Owner responsible permit including but not limited to permit extension fees (i.e. Temporary Certification of Occupancy). An anticipated Permit Responsibility Schedule outlining the permits that are expected to be required for the Project, along with the designated party that is responsible for obtaining and paying for such permits, is attached and incorporated into the Contract Documents as Exhibit H to the parties A133 Agreement.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work including providing services during the Pre-Construction Phase that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, along with temporary water, heat, utilities, transportation, and other temporary facilities and services necessary for proper execution and completion of the Work, whether or not incorporated or to be incorporated in the Work. Owner shall be responsible for permanent water, heat, utilities and facilities upon Construction Manager achieving Substantial Completion of the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects for a period of two (2) years from Substantial Completion, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Contractor will correct all latent defects discovered within seven (7) years after Substantial Completion, or for the duration of Florida Statute of Repose and any other applicable statute, whichever is greater, provided that the Owner shall notify the Contractor of each latent defect within the time specified by law and shall provide the Contractor with an opportunity to conduct test as contemplated in Chapter 558 of Florida Statutes. The Contractor without prejudice to the terms of the Contract shall be liable to the Owner for all damages sustained by the Owner resulting from latent defects, fraud, or such gross mistakes as may amount to fraud, discovered after the stated guarantee and warranty periods have expired. If the Contractor fails to act within ten (10) days, the Owner reserves the right to have the work performed by others at the expense of the Contractor, and the Contractor agrees to pay the Owner the actual cost associated with procurement, implementation, and management thereof upon demand. The Owner shall also be entitled to reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

§ 3.5.3 Subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the benefit of the Owner provide that, if directed by the Owner, the Contractor requires such subcontractors, manufacturers, and suppliers to execute such warranties and guaranties in writing, directly to the Owner. Additionally, Owner and Construction Manager will administer the warranty service required by the Contract Documents in accordance with the Owner Warranty Guide attached and incorporated by reference as Exhibit "I" to the parties' A133 Agreement.

§ 3.5.4 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits consistent with the Permit Responsibility Schedule attached as Exhibit H to the parties' A133 Agreement, along with any other fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent and project team members assigned to the project. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or project team members or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent or project team member to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project team members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract for Pre-Construction services, shall submit for the Owner's and Architect's information a Contractor's preliminary construction schedule for the Work. As part of the Guaranteed Maximum Proposal to be presented to Owner, the Contractor shall include the construction schedule for the Work. Within seven (7) days after the Date of Commencement, Contractor shall provide an updated and detailed Construction Schedule. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after execution of the GMP Amendment and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified

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materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents, and as approved by the Owner, and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by

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excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and its officers and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

This indemnity shall survive the cancellation or expiration of the Agreement. This indemnity shall be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of § 725.06 and or § 725.08, Florida Statutes as applicable.

The Contractor shall require all Subcontractor agreements to include a provision that they shall indemnify the Owner/City.

The Contractor agrees that the Owner/City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Owner/City participated either through review or concurrence of the Contractor's actions except to the extent that Owner/City's actions or omissions directly and proximately caused, or contributed, to the claim. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Owner/City in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor under this agreement; *provided* however, that the Owner/City shall remain responsible for its own independent acts or omissions to the extent they directly and proximately cause a loss or a claim.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

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compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents and as approved by Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal

schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final with Owner's approval and if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 Provided that Construction Manager submits its submittals in accordance with the approved submittal schedule required in Section 3.10.2, then Construction Manager shall anticipate and plan for a maximum of ten (10) business days for Architect's initial review, and five (5) business days for any follow-up reviews of any submittal affecting non-critical path activities, or in either event such additional time as necessary for Architect, in its professional judgment, to properly review and respond to a submittal, but in any event within such time as to not delay the critical path of the progress of the Work.

§ 4.2.15 Interpretations by the Architect that affect the Contract Sum, Contract Time, or material scope must be approved in writing by the Owner before it is binding.

§ 4.2.16 The Construction Manager shall submit a written request for information ("RFI") in electronic format to Architect with a copy to Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations or responses to RFIs shall be issued in writing. Construction Manager shall anticipate and plan for a maximum of five (5) business days for a response to any RFI affecting non-critical path activities and two (2) business days for any follow-up reviews or clarifications. In the event of an RFI that the Construction Manager believes may affect critical path activities, Contractor shall expressly designate the RFI as an emergency RFI and will specifically notify the Architect and Owner of the priority to be given to such RFI, and shall anticipate the Architect's response to such emergency RFI within one (1) business day. Any request by the Construction Manager identifying an RFI as an emergency RFI and requesting a one (1) business day review and response by the Architect shall only be permitted where the Construction Manager demonstrates, to the reasonable satisfaction of the Owner and Architect that the subject matter of the RFI directly impacts activities on the Project's critical path and that a delayed response would adversely affect the progress of the Work. As support for such request, the Construction Manager shall provide

contemporaneously with the emergency RFI: (i) an updated project schedule identifying the impacted critical path activities, (ii) a narrative explanation describing the specific schedule impacts associated with the requested response time, and (iii) sufficient documentation substantiating that the matter cannot reasonably proceed without the requested expedited review. The designation of an RFI as an emergency RFI by the Construction Manager alone shall not obligate the Architect to provide a response within one (1) business day absent the required supporting documentation and concurrence that the issue materially affects the critical path of the Project. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. However, if an emergency request requiring preparation and issuance of supplemental Drawings and/or Specifications (as outlined above) is due to Construction Manager error, omissions, coordination failures, or noncompliance with the Contract Documents, the Construction Manager shall be responsible for any associated costs for the development of such supplemental drawings and/or specifications. Upon receipt of RFI, the Architect shall advise Owner and Construction Manager whether the preparation and issuance of supplemental Drawings and/or Specifications will result in additional costs; and in the event such additional costs are anticipated, the Architect shall collaborate with the Owner and Construction Manager in good faith to minimize those costs while providing a response that adequately addresses the RFI and maintains the design intent of the Project. Within ten (10) calendar days of submission of formal response to RFI, Architect shall provide the actual cost(s) incurred for the development of such supplemental Drawings and/or Specifications.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, upon preparation and presentation of the Guaranteed Maximum Price Proposal to Owner shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the

Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. All Construction Change Directives shall include a "not to exceed amount" and "time impact." The Contractor shall only be allowed to proceed with-in the allotted amount and time.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of supervision and field office personnel directly attributable to the change.
- .5 Prohibited Costs shall include markups on markups, and markup on insurance, bond premiums and taxes.
- .6 Failure to submit back-up materials within seven (7) days, the Contractor shall waive entitlement to Costs associated with this section.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost and corresponding reduction in Construction Manager Fee, Bond, and Insurances as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time with Owner approval. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2 (and defined in Section 8.3.1.1, below), or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 The Contractor has not included in its schedule delays arising out of adverse weather conditions, including Rain Days, inclement weather, or other weather-related delays beyond that set forth herein and should be reasonably expected based on seasonal weather at the location where the Project is located. A "Rain Day" is any day in which rain, adverse weather, an inclement weather event, or other weather-related delays occur at the site and is sufficient to prevent Contractor from performing critical path activities, which are clearly identified in the latest project schedule provided by the Construction Manager as part of each monthly pay application, for at least four (4) consecutive hours. Accordingly, to the extent one (1) Rain Day occurs in a given week (Monday through Saturday), Contractor shall not be able to claim additional time or costs. To the extent additional Rain Days beyond those thresholds occur in any given week, the additional Rain Day(s) shall constitute an adverse weather condition ("Adverse Weather") not reasonably anticipated, and Contractor shall be entitled to an equitable extension of the Contractor Time and an adjustment in the Contract Sum for a Compensable Delay as provided in Sections 15.1.5 and 15.1.6.2 below.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Owner. This schedule, unless objected to by the Architect and Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect and Owner may require, and unless objected to by the Architect and Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 the Contractor fails to provide subcontractor payment evidence, or other compliance documentation required by the Owner.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor, upon receipt of a fully certified Application for Payment by the Contractor and Architect, within seven days after the date established in the Contract Documents, then, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, and only for only for (a) amounts that are undisputed, (b) after submission of all required closeout/payment support to the Owner and Architect, and (c) after providing the Owner with forty-five days to cure payment, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion means the stage in the progress of the Work when all of the following have been met: (a) the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; (b) issuance of Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) by AHJ; (c) all Owner trainings have been completed (d) all temporary utilities have been

disconnected (if requested by the Owner); (e) all systems and parts installed by the Contractor are fully functional; (f) all permanent utilities are installed by the Contractor and ready for Owner use; and (g) the only remaining Work to be completed consists of minor items, adjustments or corrections which have no material effect, visually or physically (either of which to be reasonably determined), on the utilization or function of the Project, which are to be included on the punch list. Beginning ninety (90) days in advance of the anticipated date of Substantial completion, Owner and Contractor will begin to meet in good faith, and with a regularity to be mutually agreed upon, to review the status of the Work in anticipation of Substantial Completion and to mutually cooperate in identifying, and setting expectations for, the anticipated condition of the minor items of the Work that may remain outstanding as of the date of Substantial Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The creation of the punch list as set forth herein shall be subject to the limitations and requirements of Section 218.735, Florida Statutes.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Upon issuance of a Certificate of Substantial Completion, the Contractor shall have thirty (30) calendar days to achieve Final Completion. Final Completion shall be defined as completion of all punch list items, issuance of final Certificate of Occupancy, and final close-out documents as required by Contract Documents. Any punch list items which, despite Contractor's diligent efforts, cannot be reasonably completed within said thirty (30) day time period, that do not affect the intended use of the project and are outside of the control of the Contractor shall be transferred to "Warranty Items" list exclusively for purposes of allowing a determination of Final Completion of the Work, with said items being corrected or completed as soon as reasonably possible after Final Completion is achieved. However, the uncompleted items shall be treated as punch list items for purposes of payment.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or

substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.1 The Contractor shall be responsible to provide periodic proof that all subcontractors have secured workers' compensation coverage. The Owner, in their discretion, may withhold payment for non-compliance.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.2.1 The Owner will not issue a Notice to Proceed until it receives (a) executed bonds meeting statutory requirements as provided but not limited to the requirements set forth in Florida Statute § 255.05 and (b) certificates and endorsements meeting the insurance requirements.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be

effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, or to requirements by a third party or authorities having jurisdiction (AHJ) inspection, it must be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. Any Court proceeding to enforce any term of this agreement, or to seek any equitable remedy shall be brought in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly fails to respond to requests or instructions authorized under the Contract Documents; repeatedly fails to perform work in a timely and professional manner; repeatedly fails to perform work in a workmanlike manner consistent with the Contract Documents and/or applicable codes, manufacturer requirements, and recognized trade practices; repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 fails to be responsive or perform work in a timely manner.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- .4 After prompt notice to surety, the Contractor will facilitate and provide a conference and recovery plan

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. The Contractor shall cooperate with the Owner in responding to bond claims.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 Pre-Construction Claims. Preconstruction claims shall be initiated by written notice to the other party within 21 days. Notice to the Independent Decision Maker is not required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time required and referenced in Section 8.3.1.1; could not have been reasonably anticipated, impacted critical path construction activities identified in the latest project schedule provided by the Construction Manager as part of each monthly pay application, and that the adverse weather conditions was more than one (1) day in a given week (Monday through Saturday).

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Notwithstanding the foregoing, Claims arising from or relating to the Contractor's/Construction Manager's Preconstruction Phase services are not subject to Initial Decision Maker referral and may proceed directly to mediation under Section 15.3 and, if not resolved, to binding dispute resolution under Section 15.4

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5)

advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.9 Whether a dispute is considered and related to a preconstruction or construction dispute are themselves subject to the same dispute resolution process described in this section. If the dispute concerns the applicability of the Initial Decision Maker prerequisite, the parties shall proceed to mediation without awaiting an initial decision.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. For preconstruction claims, while mediation remains a condition precedent, the need for an Initial Decision Maker is not required.

§ 15.3.1.1 Preconstruction Phase Claims shall be subject to mediation under § 15.3 as a condition precedent to arbitration under 15.4, and the stay provisions in § 15.3. 2 apply equally to Preconstruction Phase Claims.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties

or court order. If arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.4.4.4 Nothing within these dispute resolution procedures limits the Owner's obligation under applicable public records requirements.

§ 15.4.4.5 The parties acknowledge the City's public records obligations and agree to cooperate in good faith with lawful public records requests, including by identifying and segregating materials claimed to be confidential or exempt, without limiting the City's legal obligations.

§ 15.4.4.6 In any dispute to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorneys fees and costs.



Init.



EXHIBIT D

REQUEST FOR PROPOSALS NO. 2025-27



CITY OF DORAL

REQUEST FOR PROPOSALS (RFP) No. 2025-27

Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

NOTICE IS HEREBY GIVEN that the City of Doral is soliciting Request for Proposals from qualified contractors to submit their solicitation response for **Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area**

Solicitation documents, addenda, and notices for this Solicitation can be viewed and downloaded through [OpenGov](#). Interested parties must register with [OpenGov](#) to receive automatic notifications of addenda or notices related to this Solicitation.

Electronic responses will only be received online via [OpenGov](#).

Issuance/Advertisement Date	November 24, 2025
Pre-Proposal Meeting (Mandatory)	December 8, 2025, 11:00am Microsoft Teams Meeting ID: 212 543 959 974 68 Passcode: gq9fL7Tb https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWVmODImYjEtMGI5NS00NWEzLTgxMDctNGMxYjBjNzY4NmJm%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Site Visit	N/A
Cut-off Date for Written Questions	December 15, 2025, 5:00pm

Deadline for RFP Submittals & Date of Opening	January 6, 2026, 2:30pm Microsoft Teams Meeting ID: 249 488 888 874 11 Passcode: jc266Ji6 https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTQ2ZDhINGEtYjQxYS00ZTAwLTk4NTYtNmlyNzkwYWExYjBi%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Anticipated Public Evaluation Committee Meeting Phase I (Non- Mandatory)	January 13, 2026, 1:00pm Microsoft Teams Meeting ID: 212 772 876 555 20 Passcode: h5Ei64Bs https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzJjNDYxN2YtZmM1YS00Zjc1LTk3OTEtZDBmMGM5NzRhZTEx%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d

Anticipated Evaluation Committee Meeting - Interviews - Phase II (Closed to the Public) (Optional) (Non-Mandatory)	01/20/2026 1:00pm Microsoft Teams Meeting ID: 270 112 365 030 13 Passcode: g6Mf3on9 https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjkwNGIzMDEtMDExNC00YTViLWI1MGItZWE1ZWZmZnN2RhZTIh%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Anticipated Evaluation Committee Meeting – Final Ranking – Phase II (Optional)	1/20/26 4:00pm

Attendance at the scheduled pre-bid meeting is **HIGHLY encouraged**. Attendees will be able to receive important information which will be discussed as it relates to this RFP procurement process.

This RFP procurement process is subject to the “Cone of Silence” as more particularly described in the solicitation. Accordingly, all questions regarding this RFP must be made in writing using the [OpenGov](#) platform.

Connie Diaz, MMC
City Clerk, City of Doral

CITY OF DORAL



Request for Proposals

Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

Submission Due Date: Tuesday, January 6, 2026, at 2:30 pm

RFP No. 2025-27

**Procurement and Asset Management Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB**



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B - EXHIBIT B

C - EXHIBIT C



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D - EXHIBIT D

E - EXHIBIT E

F - 2025-10-28_Doral_CP_Parking_Garage_Concept

1. GENERAL INFORMATION

1.1. General Instructions and Submittal Requirements

1.1.1. Notice to Respondents

NOTICE: The City of Doral ("City") hereby gives notice of its intent to seek Responses from interested and qualified parties in response to this 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area to provide the services described herein. Responses must be received before the deadline date and time specified below.

1.1.2. Project Overview

The City of Doral (the "City") is seeking Responses from qualified organizations or individuals to provide Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area under the coordination of Public Works.

1.1.3. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City. After the deadline for Submittals, any remaining dates and times are estimates and may be adjusted by the City at its discretion without issuing a written addendum.

Issuance/Advertisement Date:	November 24, 2025
Pre-Proposal Meeting (Mandatory):	December 8, 2025, 11:00am Microsoft Teams Meeting ID: 212 543 959 974 68 Passcode: gq9fL7Tb https://teams.microsoft.com/join/19%3ameeting_OWVmODImYjEtMGI5NS00NWEzLTgxMDctNGMxYjBjNzY4NmJm%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Site Visit:	N/A



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Cut-off Date for Written Questions:	December 15, 2025, 5:00pm
Deadline for RFP Submittals & Date of Opening:	January 6, 2026, 2:30pm Microsoft Teams Meeting ID: 249 488 888 874 11 Passcode: jc266Ji6 https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTQ2ZDhINGEtYjQxYS00ZTAwLTk4NTYtNmlyNzkwYWExYjBi%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
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Anticipated Evaluation Committee Meeting - Interviews - Phase II (Closed to the Public) (Optional) (Non-Mandatory):	01/20/2026 1:00pm Microsoft Teams Meeting ID: 270 112 365 030 13 Passcode: g6Mf3on9 https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjkwNGIzMDEtMDExNC00YTViLWI1MGltZWE1ZWZmN2RhZTIh%40thread.v2/0?context=%7b%22id%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Anticipated Evaluation Committee Meeting – Final Ranking – Phase II (Optional):	1/20/26 4:00pm

1.1.4. Pre-Solicitation Conference
Conference Type: Mandatory

Conference Type: Mandatory

A Pre-Submittal Conference will be held on the date and time specified in the Procurement Schedule. During this meeting, the requirements of this Solicitation will be reviewed and discussed.

Prospective Respondents must attend. Those who do not attend will be ineligible to submit a Response. Any Response submitted by a non-attendee will be deemed non-responsive.

Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP.

Any changes to this Solicitation discussed during the conference or site visit are not binding unless included in a written addendum issued by the City.

Any substantive questions regarding the Solicitation must be submitted in writing to the Procurement Division on or before the question deadline.

Respondents are responsible for reviewing all information related to this Solicitation, including information presented at the conference. By submitting a Proposal, the Proposer certifies that it is sufficiently familiar with the facilities, work requirements, and all conditions that may affect contract performance.

1.1.5. Cone of Silence Policy and Contact Information

This Solicitation is subject to the “Cone of Silence”. Accordingly, all questions or comments regarding this Solicitation must be made in writing using the [OpenGov](#) platform. No e-mails or phone calls will be accepted in



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reference to this Solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this Solicitation, supplements or revisions will be made available via a written addendum posted on [OpenGov](#).

1.1.6. Method and Deadline for Submittal

Responses must be submitted electronically through [OpenGov](#) by the date and time stated above. The responsibility for submitting a Response before the stated time and date is solely and strictly that of the Respondent. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Responses, no matter the cause. Any Responses received after the due date and time specified will not be considered.

Solicitation documents, addenda, and notices for this Solicitation can be viewed and downloaded through [OpenGov](#). Interested parties must register with [OpenGov](#) to receive automatic notifications of addenda or notices related to this Solicitation.

The City reserves the right to accept any Response deemed in its best interest, to waive minor irregularities, omissions, deviations, or technicalities, and to reject any or all Responses and re-advertise, as permitted by Florida Statutes, the City Charter, and the City Code. Minor issues may be corrected at the City's discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.



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1.1.7. Term of Contract

The Agreement to be entered into with the successful proposer will include, but not be limited to, the following terms and conditions.

The City and the successful Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re- advertised, as determined by the City.

It is hereby understood and agreed, by and between the proposers and the City, that the completion time as specified in proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

The proposers shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the City.

Prior to extending any contract and in exercising its discretion in its option rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2. SCOPE OF WORK

2.1. Technical Specifications

2.1.1. Statement of Need/Objectives

- A. **BACKGROUND**The project referenced as part of this Request for Proposal principally consists of the construction of a new parking garage structure, approximately 252,100 square feet with roof-top pickleball courts, along with a detached two-level recreation entertainment/concession space, approximately 24,000 square feet, located in an existing park at 3005 NW 92nd Avenue in the commercial heart of Doral. Doral Central Park is the largest park in the City, one of the largest in the South Florida region, and it is the recreation and special-events hub in Doral. The park includes amenities such as an open-air amphitheater, a complete aquatic center, multi-purpose fields, a boardwalk, an approximately 70,000 square feet indoor recreation center, tennis courts, a skate park and a pump track. The total estimated Construction Cost for this project is projected to be approximately **\$33,750,000.00**.
- B. **KEY PROJECT VALUES**In addition to meeting the basic programmatic needs for the Project, other key values and objectives of the Project include the following:
 - a. **Schedule** – The purpose of the Doral Central Park Parking Garage and Recreation Area is to provide the residents of Doral a multi-functional parking area along with indoor space for



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recreation entertainment/concession activities. The overall Doral Central Park will remain open to the public during the anticipated 18-month construction timeline for this project.

- b. **Cost** - The total budget for this project, of which design and construction is only a component, must be kept to a minimum given the overall financial commitment made to the residents of the City of Doral. To achieve this goal, it is anticipated and expected that the successful Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) team(s) will assist the City and Architect in developing design and construction implementation strategies that will result in the lowest possible first cost of construction balanced with the highest long term operating and maintenance efficiency demonstrated by life-cycle cost analyses and including energy modeling. The ultimate goal is to develop facilities that have the lowest cost over time.
- c. **Quality** – Quality control and quality assurance are crucial elements to the City. The Doral Central Park Parking Garage and Recreation Area represents a significant investment for the residents of the City of Doral. The quality and craftsmanship of the buildings and components must be able to sustain the life of the garage and Recreation area. The Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) in collaboration with the Architect and City are challenged to ensure the project is designed and constructed to allow for the best quality in terms of fit, finish and operational use.
- d. **Sustainability** – As part of the City of Doral’s Green initiative, the project will seek Florida Green Building Certification (FGBC). Proposers are encouraged to incorporate green building practices and sustainability principles into construction methodology. Overall park design will also incorporate Crime Prevention through Environmental Design (CPTED) approach and strategies to reduce opportunities for crime and fear of crime
- e. **Creativity** – The team is challenged to develop design and construction solutions that creatively respond to the Project Key Values. The successful Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) will provide input into what the ideal delivery method/ phasing will be for this project.
- f. **Team Attitudes and Behaviors** – This project’s success will be highly dependent on the attitudes and behaviors of the individuals and teams involved. Therefore, the City desires to foster an environment that rewards positive thinking, advanced problem solving, a “can do” attitude and highly collaborative behavior. The successful Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) will behave and act accordingly. Problem and issue identification is part of any creative process. The successful PCM/CMR will need to assist the team to move through problems to carefully, considered solutions deliberatively and collaboratively. The team will need to push beyond old ways of thinking and explore new ideas and approaches that streamline the project delivery and bring maximum value to the City. The team will need to think and relate differently than in traditional construction projects in order for the City to achieve its goals for speed, innovation and low cost.



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C. PRE-CONSTRUCTION MANAGER SCOPE OF WORK

- a. Assist City and Project Team to refine and finalize the project delivery strategy for the Project. PCM to bring ideas, experience and expertise to the Project Management Team and be involved in discussions related to project delivery, with an emphasis on criteria of low cost, speed of delivery, high quality and safety.
- b. PCM to develop, based on early masterplan from City and schematic designs from the Architect and other documents, a detailed pre-construction and construction schedule for the Project. PCM to offer innovative ideas to speed and otherwise improve project delivery.
- c. PCM shall prepare the Construction Management Plan for the project including, but not limited to: construction procedures, site management plan, safety program, logistics plan, phasing/ turn over plan, delivery of materials and workers, clean up and any other areas to adequately and completely describe the CM activities for the duration of the project.
- d. PCM shall prepare a detailed 90-day work plan and update bi-weekly.
- e. PCM to develop integration and coordination strategies that will bring the right vendors in at the right time to avoid re-work, eliminate waste and provide best value to City.
- f. PCM to collaborate with City and Architect's Revit model for clash detection (BIM).
- g. PCM to develop the construction budget for basis of the Control Estimate intended to validate and confirm City's construction budget.
- h. PCM to cooperate with Project Delivery Team in the identification and selection of Key Subcontractors.
- i. PCM to develop and document a proposed Safety Plan for the construction of the Project for review by City.
- j. PCM may enlist support from appropriate Key Subcontractors and others to identify and act on design assist activities as appropriate.
- k. Prepare submittals and place orders for long lead items.
- l. Develop a Trade/Proposal strategy to procure and manage subcontractor work and materials.
- m. PCM to develop a Master Construction Schedule that will be used as a basis for the GMP.
- n. PCM shall attend executive leadership and design related meetings including senior level meetings when requested, all City Architect Contractor (OAC) meetings; coordination meetings and any other meetings as required.
- o. PCM to assist in identifying potential defects or ambiguities in design documents and make recommendations.



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- p. PCM to establish cost control and reporting process.
- q. PCM will develop if necessary, subcontractor design assist program for the purposes of lowering cost, adding value, and decreasing cost escalation.
- r. PCM to assist in identifying and coordinating any and all enabling type work necessary to make the site ready for construction.
- s. PCM to provide detailed construction cost estimating at Schematic Design (SD), Design Development (DD), 50% Construction Documents (CD) and 100% CD GMP Phases.
- t. PCM to develop bid packages and manage the bid process.
- u. Develop GMP(s) proposal and issue to City for review and approval.
- v. PCM/CMR to enter into a contract with City to construct Doral Central Park Parking Garage and Recreation Area per the Contract Documents per approval of an acceptable GMP.
- w. Other duties as assigned by City or as mutually agreed by the parties.
- x. PCM to prepare a plan for testing work.
- y. PCM to develop a Site Logistics plan.

D.

E. CONSTRUCTION MANAGER AT RISK SCOPE OF WORKKey responsibilities of the selected Construction Manager (CMR) will be:

- a. CMR to procure, in accordance with the Contract Documents, other general or trade contractors as needed to construct the Project.
- b. CMR to submit, apply, and obtain all necessary permits and approvals from Authorities Having Jurisdiction (AHJ's).
- c. CMR to coordinate with other vendors and contractors that may be hired by City or others in connection with the construction, equipping, furnishing or otherwise completing the Project.
- d. CMR to utilize its resources to construct the Doral Central Park Parking Garage and Recreation Area quickly, efficiently and safely while complying with the Contract Documents.
- e. CMR to comply with methods outlined in the Contract Documents for utilization of contingency funds and submission and approval of change orders.
- f. CMR shall not unreasonably withhold acceptance of assignment of contract of certain specialty vendors City has hired prior to CMR being hired.
- g. CMR and its subcontractors will participate in the City's Project Management System for Project Delivery.



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- h. CMR to hold weekly progress meetings with the City, Program Manager, A/E and trade contractors.
 - i. CMR to produce and distribute all required meeting minutes.
 - j. CMR to continuously look for and recommend to City ways to speed project delivery, improve quality and save money. CMR to collaborate closely with City, Architect and others to ensure these concepts are maintained throughout the project delivery process.
 - k. CMR to be a leader for safety. CMR to ensure all persons, equipment and processes connected with the construction of the project make safety the first order of business.
 - l. CMR to provide financial transparency (open book financial records) to City.
 - m. CMR to schedule and conduct preconstruction meetings before starting any phase of work.
 - n. CMR to develop, update and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedule and occupancy schedules. Also needed decisions in the schedule.
 - o. CMR to provide detailed backup for City contingency adjustments requests.
1. Post Occupancy/ Substantial Completion Key Deliverables:
- a. CMR will complete all punch-list items generated by Contractor during their inspections.
 - b. CMR will coordinate and conduct the Occupancy Evaluation and Warranty Inspection following the 11th month after achieving substantial completion.
 - c. CMR is responsible to the City for Warranties and Guaranties.
 - d. CMR to provide all project closeout documents, including as-built documentation, in both electronic format and hard copy.
 - e. CMR shall coordinate project close-out, start-up and transition to operation.
 - f. CMR will coordinate with the Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the Architect).
 - g. CMR will coordinate with the City to prepare the Certificate of Final Inspection and obtain final certificate of occupancy.

F. SELF PERFORMED WORK

The City prefers that no self-performed work will occur. However, in the event the CMR deems that it is in the best interest of the City and the Project, the CMR will procure three other market-based proposals from subcontractors to ensure to the City that the self-performed scope of work is the lowest responsible



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bid. All self-performed work will be considered as a part of the Cost of Work. Indicate which elements of work the CMR proposes to perform on this project with its own forces and percentage of work that it represents. Describe your experience at performing similar self-performed work in the trade area of the Project during the last three (3) years.

2.1.2. Qualifications and Experience

In order for the proposer to be considered for this engagement, proposers must meet the following minimum qualifications. Firms or Ventures that do not meet the minimum requirements will be administratively disqualified. Firm(s) or Venture(s) must be able to document:

- a. Proposer's must demonstrate their experience as a Construction Manager for projects of similar scope AND of similar scale in the USA. Similar means construction of parking garage and Recreation space.
- b. Projects must have had activity within the past ten (10) years. Projects completed or currently underway are acceptable.
- c. Proposer shall certify that the entity signing any contract emanating from this RFP is a duly licensed General Contractor in the State of Florida.
- d. Proof of bonding capacity in the amount of \$35,000,000 for a single project and aggregate of \$70,000,000 by means of a Letter of Eligibility from their bonding company.

Additional requirements to be considered for award are outlined in the Section 4 of the solicitation document.

Failure to meet the above-stated mandatory minimum qualifications will result in the Respondent's submittal being disqualified as non-responsive. The City may consider a Response responsive where a Respondent has less than the stipulated minimum number of years of experience, solely where the Respondent has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Respondent was a subsidiary of a larger firm and the Respondent's firm has been merged into the larger firm. Respondents must include documentation substantiating the above-stated minimum requirements as part of their Response for the City to consider crediting the years of experience from the Respondent under its previous name, if applicable.

Respondents must show proof of meeting these minimum qualifications and should do so by the completion of the forms included in Vendor Response section. Respondents must also identify at least one (1) reference for each project/contract identified to substantiate specified experience, as required in Vendor Response section. It is the responsibility of the Respondent to ascertain that the reference/contact person will be responsive. Supporting references must include the company name or governmental agency, the contact person's telephone number, and email address. It is the responsibility of the Respondent to ascertain that the contact person will be responsive.

Respondents must provide a letter identifying all government entities, if any, for whom they have entered into agreements to provide instruction.

2.2. Pricing Proposal



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Line Item	Description	Unit of Measure	Unit Cost
1	PRE-CONSTRUCTION FEE WORKSHEET TOTAL FROM EXHIBIT B	JB	
2	CONSTRUCTION PHASE TOTAL LABOR AND EXPENSES FIRM FIXED FEE PRICE FROM EXHIBIT C	JB	

Line Item	Description	Unit of Measure	Percentage
3	CONSTRUCTION MANAGEMENT FEE % (PERCENTAGE OF CONSTRUCTION BUDGET) FROM EXHIBIT C	JB	

3. MINIMUM INSURANCE REQUIREMENTS

3.1. MINIMUM INSURANCE REQUIREMENTS

3.1.1. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$10,000,000

Policy Aggregate (Per Project/Job) \$10,000,000

Personal & Advertising Injury \$3,000,000

Products & Completed Operations \$10,000,000

Endorsements Required:

City of Doral included as an additional insured Contingent & Contractual Liability

Premises and Operations Liability Primary Insurance Clause Endorsement

Explosion, Collapse & Underground Hazard Waiver of Subrogation in favor of City

Mobile Equipment whether owned, leased, borrowed or rented by the Construction Manager @ Risk (CMR) or employees, contractors, or subcontractors of the CMR.

3.1.2. Business Automobile Liability

Limits of Liability



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Bodily Injury and Property Damage Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos Including Hired and Non-Owned Autos

Any One Accident \$3,000,000

Endorsement Required:

Employees are included as insureds

City of Doral included as an additional insured

3.1.3. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

3.1.4. Umbrella or Excess Liability Insurance

Can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

3.1.5. Professional Liability for heavy construction

Minimum limit of \$5M, but \$10M is preferred

3.1.6. Site Pollution Liability for heavy construction

Minimum limit of \$5M

3.1.7. Professional Liability/Errors & Omissions

Licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$3,000,000 per occurrence.

Limits of Liability

Each Claim \$3,000,000



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Policy Aggregate

\$3,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

3.1.8. Payment and Performance Bond

City of Doral listed as Obligee

3.1.9. Contractors' Pollution Liability Insurance

Contract shall maintain Pollution Liability Insurance for bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations on City premises, with limits of liability of \$3,000,000. This insurance shall be maintained for at least three years after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception.

3.1.10. Builders' Risk Insurance

Appropriate property insurance while project is under construction including (but not limited to) the perils of Fire, Flood and Windstorm.

Contractor is responsible for any deductibles. Builders' Risk insurance is subject to review/acceptance by City Risk Management.

3.1.11. Waiver of Subrogation & 30-Day Notice of Cancellation

Waiver of Subrogation & 30-Day Notice of Cancellation endorsements are recommended for all policies.

3.1.12. Subcontractors' Compliance

It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.

City/Certificate Holder:

City of Doral, Florida

8401 NW 53rd Terrace Doral, FL 33166

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.



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* GL/Products, Pollution, Professional coverages are required to remain in effect for a minimum of 3 years following completion of project.

The City reserves the right to require additional or alternative insurance in order to meet the full value of the scope of services.

At time of award, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

4. RESPONSE REQUIREMENTS

4.1. Technical Response Requirements

4.1.1. Executive Summary

Provide a brief summary of the Proposal's contents, emphasizing any unique aspects or strengths of the proposal. The executive summary shall be limited to three (3) pages.

4.1.2. Business Organization and history of the firm

Provide a narrative on the history of the firm including years in business and the depth of resources to provide Pre-Construction and Construction Management at Risk services. Explain the size of your firm, including office locations and the legal structure. If the proposer is a joint venture, includes partners or key sub-consultants or sub-contractors as part of the CMR, please explain the relationships of the parties.

1. Arbitration/Litigation Proceedings Describe any arbitration proceedings or litigation in the past ten (10) years arising from or related to a project of similar nature to the proposed project or any such proceedings or litigation that did or could have a material effect on your company.

2. Disclosure of Conflicts Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer's performance of services required under the Agreement if Proposer is selected as Pre-Construction / Construction Manager at Risk, including, but not limited to, any business services currently being provided for institutions that may be in direct competition with the State of Louisiana.

3. References Provide the name, address and telephone number of no more than three (3) project City-owners to act as references for the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed. Provide the name, address and telephone number of no more than three (3) design professionals to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed. ~~Provide the name, address and telephone number of no more than three (3) program managers to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed. Proposer~~



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provides consent to City to contact Proposer's references for purposes of evaluating Proposer for the Project.

4.1.3. Safety

A. Safety Program Description including

1. Name and Qualifications of Safety Officer
2. Narrative description of corporate safety program
3. Training and safety education programs used
4. Maintenance of your firm's safety statistics
5. ~~Organization chart showing relationship of safety officers to senior management of Proposer's organization~~

B. Safety Record including

1. Man hours worked
2. EMR rate and OSHA recordable rates
3. Describe any OSHA violations and actions taken to correct, and lessons learned
4. Organization chart showing relationship of safety officers to senior management of Proposer's organization

C. ~~Corporate Safety Information~~

1. ~~Description of program~~
2. ~~Organization chart~~
3. ~~Relationship of safety management to senior management of the proposer~~
4. ~~Man hours worked~~
5. ~~EMR rate and OSHA recordable rates~~
6. ~~Describe any OSHA violations and actions take to correct, and lessons learned~~

4.1.4. Management approach and services

- A. The Proposal should provide a detailed narrative of the management approach that will be used for the Project. The Proposer should identify any unique experience, qualifications, tools, techniques, and approaches that will best achieve the project's objectives. Proposer shall explain why and how it is industry leading in these areas.
- B. The following issues should be addressed for both Pre-Construction and Construction Phase services:
 1. Scheduling and scheduling management



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2. Cost tracking and control
3. Project budget estimating and detailed construction cost estimating
4. Project documentation and reporting
5. Design review approaches
6. Construction coordination and management
7. Pre-Con and Construction quality assurance and control plan
8. Software programs, web-based applications, and other computer applications to be used or required for construction management, scheduling, and cost management tasks
9. Provide examples of project deliverables (as attachment to proposal, pages are excluded from page limit of proposal)
10. Experience with alternate delivery strategies and innovative ways to speed up procurement and project delivery

4.1.5. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.1.6. Unique Capabilities/Resources

Summarize any unique capabilities and/or resources that distinguish your firm with regard to this assignment.

4.1.7. Pre-Construction Management and Construction Management Service Fees

- A. City will make a selection of a Pre-Construction Manager based on Qualifications and a Fee Proposal submitted for the scope of services described in Section 2, consistent with timing in Exhibit A Preliminary Project Schedule and the proposer's proposed staffing plan to be completed in Exhibits B and C. Both the proposed Pre-Construction Services Fees and the proposed Construction Management Fees will be taken into account in the final selection of the PCM/CMR. See Exhibit D (Division of Cost Elements) for guidance on what items should be budgeted and what is allowed to be charged in Pre-Construction Phase Fee, Construction Phase Fee, Construction Manager's Staffing and Site Office Costs, Cost of the Work, AE Costs, and City Costs. ~~Fee worksheets and proposals shall be placed in separate sealed envelopes and placed inside the proposal binder.~~
- B. The Pre-Construction Management services Fee Proposal should be broken down as follows:



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1. State the total Pre-Construction Management professional fee in dollars. Include man hours and rates for each employee by month of Pre- Construction for each Part of the project. Proposer shall complete Exhibit B, Pre-Construction Fee Worksheet. The estimated duration for Pre- Construction Management services shall be based on the Preliminary Project Schedule provided as Exhibit A to this RFP. The Preconstruction Services shall be detailed and summed to a firm fixed price. City reserves the right to extend Preconstruction Services beyond the date indicated in the Project Schedule.
 2. State the total amount of expenses in dollars. Include a complete listing of materials, services and/or equipment. Include travel, lodging, meals and any other incidental expenses you anticipate. Proposer shall complete Exhibit B, Pre-Construction Fee Worksheet. Anticipated expenses shall be detailed and summed to a firm fixed price. Expense not listed will not be reimbursed.
- C. The Construction Management at Risk Services Fee Proposal should be broken down as follows:
1. State the total Construction Management Fee as a percentage of construction cost and in dollars. Basis of construction cost shall be per the component budget detail provided as Exhibit C. The estimated duration for Construction Management services should be based on the Preliminary Project Schedule provided as Exhibit A to this RFP. Proposer shall complete Exhibit C Construction Management Fee Worksheet.
 2. State the amount of Construction Manager's Site Office and Staffing Costs for the duration of the Construction of the project. Include a complete listing of staff, materials, services, and office equipment and supplies per the General Conditions of the Contract A201 2017 as referenced in Exhibit E and per Exhibit D Division of Cost Elements. Proposer shall complete ~~Exhibit F~~ Exhibit C Construction Phase Fee Worksheet. Include man hours, base rates and average burden rates for employees by month of Construction of the project. Upon conclusion of final negotiation of GMP Construction Manager's Staffing and Site Office Costs will be converted to a firm fixed price.

4.2. Staffing & Qualifications

Respondents must provide documentation demonstrating their ability to meet the minimum qualifications and deliver the services described in the Scope of Work. Responses should address both the firm's overall qualifications and the qualifications of key individuals assigned to this project.

4.2.1. Pre-Construction Manager Organizational Chart

- A. Proposer shall submit a summary description of the Pre-Construction Management Team. Include summary descriptions of key team members and how they have worked together in the past and plan to work together on this project to create value to City.
- B. Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Agreement. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.



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- C. The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.
- D. Proposer shall present a monthly proposed man-hour staffing plan consistent with Exhibit A, Preliminary Project Schedule, and Exhibit B, Pre- Construction Fee Worksheet, for the duration of the phase. Roles for Key Personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description included in Section 2, Pre- Construction Scope of Work.
- E. Identify the Pre-Construction services that PCM intends to subcontract, if any. Any firms or individuals proposed to be subcontracted to Proposer shall be named and clearly noted as such.
- F. Identify the relationships of any partner, JV or other vendor to PCM intended to participate on the project in direct relationship to City, Program Manager and Architect. Any firms or individuals proposed to in such direct relationships shall be named and clearly noted as such.

4.2.2. Construction Manager at Risk Organization Chart

- A. Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Agreement. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.
- B. The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.
- C. Proposer shall present a monthly proposed man-hour staffing plan consistent with Exhibit A, Preliminary Project Schedule, and Exhibit C, Construction Management Phase Fee Worksheet, for the duration of the project. Roles for Key Personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description involving management of several parts (e.g. Recreation Center, aquatic venue, site work etc.), each to be delivered in a Construction Management at Risk (CMR) approach. Final staffing will be adjusted to address the final detailed delivery strategy and associated staff and services.
- D. Identify the relationships of any partner, JV or other vendor to CMR intended to participate on the project in direct relationship to City, Program Manager and Architect. Any firms or individuals proposed in such direct relationships shall be named and clearly noted as such.

4.2.3. Key Personnel

For each person identified as Key Personnel by the Proposer, the following information should be provided in resume format:

- A. Name and title
- B. Project responsibilities and roles
- C. Educational background
- D. Professional registrations and memberships



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E. Years of relevant experience

F. Relevant project experience

4.2.4. Licensing and Permit(s)

Successful Proposer must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the Proposer's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

- A. Proposer shall be required to obtain and furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County or City Code, if any. These documents shall be furnished to the City along with the proposal response. Failure to furnish these documents or to have required licensure may be grounds for rejecting the proposal.
- B. The Pre-Construction Manager (PCM)/Construction Manager at Risk (CMR) shall be licensed and certified by all appropriate State and Local agencies. The PCM/CMR shall procure; at its own expense, all necessary licenses and permits. The PCM/CMR shall conform to all applicable laws, regulations, or ordinances of the State, County and City.

4.3. References and Past Performance

1. Experience on Similar Projects

This section of the Proposal addresses the firm's related experience:

A. Related Project Experience

List projects which best illustrate the experience of the firm and staff which will be assigned to this Project under a subsequent contract. Preference will be given to those projects that reside in South Florida, defined as, within Monroe, Dade, Broward and Palm Beach Counties.

- 1. Project name, location, description, size and cost
- 2. Date of actual construction start, and actual substantial completion compared to planned start and planned completion; explain variances
- 3. Original construction budget, final construction cost: explain variances
- 4. Change orders
 - a. Number of Change Orders and dollar amounts
 - b. Categories of change
 - i. City scope change



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- ii. Field conditions
 - iii. Other (describe)
5. City and any other key project team members (include address and telephone number)
 6. Services performed by the Proposer or persons currently employed by the Proposer as well as the Proposer's office performing the work (if applicable)
 7. Architect of record
 8. Any awards, recognition, or communications related to the project
 9. Personnel who worked on the project who are being proposed for Doral Central Park Garage & Recreation Area.

2. Performance Evaluation Survey

The form is provided in Vendor Response section of this Solicitation. Respondents must provide this form to their references for completion. A minimum of three (3) current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

The City may use the completed survey forms to evaluate each Respondent's past performance. The City may also independently verify the information provided, review consumer affairs or complaint records, contact references directly, and obtain any other information it deems necessary to assess a Respondent's qualifications and ability to perform.

The City, in its sole discretion, will determine whether a Respondent is qualified. Submission of a Response constitutes acknowledgment of and consent to this evaluation process.

4.4. Financial Stability Documentation

Demonstrate your firm's financial soundness and history of meeting financial obligations.

Financial Stability. Each respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to:

- Fulfill the implicit and explicit contractual obligations identified in this Solicitation and
- Provide the level of services required by the specifications that result from the Solicitation process.

The following documentation is required to be submitted with your response to this solicitation, or your response may be disqualified.

REQUIRED FOR ALL RESPONSES: Dun & Bradstreet Report



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4.4.1. Dun & Bradstreet Report

All Respondents are required to provide a current Dun & Bradstreet (D&B) Business Information Report for their company as part of their submission. This report will be used by the City to evaluate the proposer's financial stability and capacity to undertake additional services.

The Dun & Bradstreet report must:

- A. Be ordered, paid for, and obtained directly by the proposer.
- B. Reflect the proposer's most recent financial information available.
- C. Be included in the proposer's submittal package to the City.

4.4.2. Financial Condition

The proposer shall provide their latest audited financial statements ~~for the past three (3) fiscal years~~ which show reflected net worth and all other financial information usually reflected on statement of the Proposer. An independent, licensed, certified public accountant or certified public accounting firm shall have audited the statements. Financial statements provided will be kept confidential if each page is clearly notated as such.

4.4.3. Insurance Requirements

The Proposer should examine the insurance requirements shown in SECTION 3 and shall provide an insurance certificate evidencing Proposer's liability coverage with minimum limits, per the insurance requirements in the attached contract.

4.4.4. Performance Bond and Payment Bond

Performance and Payment Bonds shall be provided by the Pre-Construction Manager (PCM)/Construction Manager at Risk (CMR) as specified in the RFP resulting from this solicitation. The tentative terms and conditions in this regard are: Within ten (10) business days after award of the Contract by the City, the PCM/CMR shall provide the City with Performance and Payment Bonds in the amount of 100% of the total sum of the Negotiated Contract Price for Pre- Construction Services, the costs of which and all associated costs including recording fees are to be paid by the PCM/CMR and are to be part of the Contract Price.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to City the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractor, and subconsultant employed pursuant to this Project(s). Each Bond shall be with a Surety, which is qualified pursuant to Qualification of Surety language to be included in Contract Documents.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Pre-Construction Manager (PCM)/Construction Manager at Risk (CMR) may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached. Such alternate forms of security shall be



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subject to the prior approval of City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

4.4.5. Surety Bond Commitment Letter

The Surety Bond commitment letter is in the amount stated below.

The surety bond commitment letter must:

- A. Be written by a Surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida and (2) has a minimum A.M. Best's Rating of "A-" (or industry equivalent).
- B. Be on the Surety's letterhead.
- C. State that the Surety will provide a Surety Bond (Performance Bond and/or Payment Bond (see item (d) below) in the amount of the Respondent's contract.
- D. Are used to fulfill any portion of the final contract, then the commitment letter should include both a Performance Bond and a Payment Bond.

The Surety must also maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company must not exceed the underwriting limitation in Circular 570 and the surety must provide evidence satisfactory to the City that the amount in excess of the net retention is protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

IMPORTANT: Required Surety value may be increased or decreased during the negotiation phase and/or contract term if the contract value changes. The City must determine the actual amounts of the performance and/or payment bonds, based upon the final specifications agreed upon in the award. Surety will be required to provide a Surety Bond through a licensed Florida agent within ten days after the City's approval of the final agreement. Prior to the Performance and Payment Bonds being delivered to the City, the bonds must be recorded by the awarded Respondent in the public records of Miami-Dade County, Florida, and the bonds delivered to the City must indicate such recording has been executed.

Performance and Payment Bond Assurances are required by Section 255.05, Florida Statutes, for all construction projects with a contract value greater than \$200,000 and may be required for construction projects with a contract value of \$200,000 or less.

4.4.6. Audited Financial Statements

Submit the Respondent's ~~two (2)~~ three (3) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.

Provide the name, title, address, and phone number of the financial officer responsible for providing this information to the Respondent.



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The Respondent's audited financial statements will be evaluated by the City's Director of Finance and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

5. EVALUATION CRITERIA AND METHODOLOGY

5.1. Evaluation Process Overview

5.1.1. Evaluation Process

A Selection Committee, herein referred to as the "Committee", will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Committee will be comprised of at least five persons with background, experience, and / or professional credentials in relative service areas.

The City will distribute to each member of the Committee a copy of each technical proposal. The committee members will evaluate the qualifications on the criteria established in the section below entitled "Evaluation Criteria for Phase I" in order to assure that qualifications are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a summary.

During the process of evaluation, the City will conduct examinations of qualifications for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

5.1.2. Method of Award

The City will open all submittals received at the date and time of the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the qualifications must meet or exceed the minimum requirements established in this solicitation and contain all required forms listed. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The City's selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City.

The purpose of the Phase I – Proposal Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

All responsive Pre-Construction Manager (PCM)/Construction Manager at Risk (CMR) Firms who are shortlisted to Phase II will be required to make an oral presentation of their qualifications to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal



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must be active participants in the oral presentation. The City will notify responsive proponents of the date, time and location for the presentation.

The City will negotiate with the top ranked firm for Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) services. Upon approval of the City Council, a contract shall be awarded to the one Proposer selected as the most responsive meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject qualification proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

5.1.3. Phase I – Proposal Evaluation Criteria

An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

The evaluations of Phase I will be the basis for compilation of the scores and a recommendation for Phase II Shortlist/Interview on the basis of the highest overall score. A determination of Shortlisted firms will be made based upon the evaluation criteria above in Phase I. All proposers who are reasonably susceptible to receiving an award after the initial evaluation of the written proposals will be required to participate in a presentation interview with the City. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. This is intended to be a fact finding and explanation session. The evaluation criteria listed above will also be the basis for evaluation of the oral presentations.

5.1.4. Phase II – Shortlist / Oral Interviews / Price Submission

The City may conduct interview presentations and evaluate and score “shortlisted” firms/individuals to establish a ranking of the “shortlisted” firms/individuals. All finalists are in equal standing at the beginning of Phase II - Shortlist/ Interview Process. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/ individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5 to determine the top ranked firm/individual.

a.

The cost proposals shall contain:

- **Pre-Construction Fee and Expenses**
- **Construction Phase Fee**
- **Construction Manager’s Site Office and Staffing Costs**

Proposer shall complete Exhibit B (Pre-Construction Fee Worksheet Sample) and Exhibit C (Construction Phase Fee Worksheet Sample) to express the proposed costs. Costs shall be firm fixed price with detail as required in both Exhibits B and C.



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The City will schedule the time and location of these presentations. The Proposer is responsible for all travel and lodging costs that may be incurred by the Proposer to conduct this oral presentation. The time and location of any such presentation will be determined at a later date. Format of the presentation interviews will be:

- Forty-five (45) minutes for each presentation
- Of the forty-five (45) minutes, thirty (30) minutes will be allowed for the Proposer to present to the selection committee.
- Of the forty-five (45) minutes, fifteen (15) minutes will be allowed for a Question and Answer session.

5.1.5. City Manager Review

- A. The Procurement Department will prepare a memorandum addressed to the City Manager providing the Evaluation Committee's recommendation. The City Manager will review the Committee's scores and rankings along with the administrative review by Procurement staff. In the City's best interest, the City Manager may:
- Recommend award to City Council.
 - Reject the Committee's scoring in whole or in part.
 - Direct the Committee to re-evaluate.
 - Reject all Responses.

5.1.6. Final Award

The final award is subject to City Council approval. The City is the sole judge of its best interests and reserves the right to reject all Responses at its sole discretion. The City's decision will be final.

5.2. Scoring Criteria & Weights

Responses will be evaluated by the Committee according to the following criteria and their respective weights. The Committee will score using a 0-5 rating scale to determine the points awarded for each of the following criteria:

Interviews/Oral Presentations: 25 points

Rating Scale

0 – Non-Responsive / Unacceptable

Proposal fails to address the criterion, contains major deficiencies, or is non-compliant. Cannot be awarded points.

1 – Poor

The proposal minimally addresses the criterion. Significant weaknesses or gaps exist, and it is unlikely to meet the requirements.

2 – Fair



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The proposal addresses some aspects of the criterion, but is incomplete or unclear. Weaknesses outweigh strengths, and there is limited confidence in successful performance.

3 – Satisfactory / Acceptable

The proposal adequately addresses the criterion. Its strengths and weaknesses are balanced. It meets the minimum requirements with moderate confidence in success.

4 – Good

The proposal fully addresses the criterion with meaningful strengths. Minor weaknesses may exist, but overall, the response is thorough, clear, and demonstrates above-average capability.

5 – Excellent / Outstanding

The proposal completely and convincingly addresses the criterion. It demonstrates exceptional strengths, innovation, or value. There are no significant weaknesses, which provides high confidence in successful performance.

Extra Points:

Following the completion of the allocation of points by the committee, points will be added for the following criteria:

Respondent provided proof of certification showing it is a certified veteran business enterprise or certified service-disabled veteran business enterprise, as defined in City of Doral Code Section 2-324	5 points
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Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	History, organization and financial conditions of the firm - Business organization and history of the firm - Organization structure - Financial condition	Points Based	15 <i>(15% of Total)</i>



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2.	Qualifications and staffing plan • Experience of key personnel including proposed partners and others proposed in key roles for the project. • Pre-Construction Phase Staffing Plans • Construction Phase Staffing Plans	Points Based	30 (30% of Total)
3.	Approach and methodology • Management approach • Project Organization • Experience with innovative delivery and procurement strategies • Quality Control/ Quality Assurance • Unique capabilities/ resources • Schedule Management • Subcontractor/ Trade Management	Points Based	30 (30% of Total)
4.	Past Performance on Similar Projects • Experience on similar projects • Customer satisfaction on similar projects	Points Based	25 (25% of Total)

Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications and staffing plan	Points Based	10 (10% of Total)
2.	Quality Control/Quality Assurance	Points Based	15 (15% of Total)



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3.	Constructability/Design Review Process	Points Based	15 (15% of Total)
4.	Cost Management/Tracking/ Buyout	Points Based	10 (10% of Total)
5.	Team Cohesion and Intra-Team Relationships	Points Based	5 (5% of Total)
6.	Approach and methodology	Points Based	10 (10% of Total)
7.	Past Performance on similar projects	Points Based	10 (10% of Total)
8.	Cost (Pre-Con Fee/Staffing Cost/CM Fee)	Points Based	25 (25% of Total)

5.3. Oral Presentations/Interviews (if applicable)

The City will make every reasonable effort to complete evaluations and rankings based solely on the written responses submitted, to avoid unnecessary expense to both the City and Respondents. Oral Presentations/Interviews are not automatically scheduled for this RFP. The Evaluation Committee has the sole responsibility to determine if oral presentations or interviews are necessary to clarify or expand upon the information in the written submittals. The City may schedule them with either all Respondents or a shortlisted group, at its sole discretion.

Interviews may be conducted **in person at a City facility or via a secure online meeting platform**, as determined by the City. The City will provide reasonable advance notice of the format, schedule, and any technical requirements.

Oral presentations/interviews are exempt from the public meeting requirements pursuant to **Section 286.011, Florida Statutes**, but will be recorded for public record purposes in accordance with **Section 119.07(1), Florida Statutes**, as amended.

Participation in interviews is at the Respondent's expense. Respondents should ensure that proposed key personnel, including any staff identified in the response as critical to the project's success, are available to participate if interviews are requested. Failure to participate in an interview when requested may result in a determination that the Response is non-responsive.

6. GENERAL DEFINITIONS AND SOLICITATION TERMS AND CONDITIONS

6.1. General Definitions

- A. "Authorized Representative" means the Department contact for interaction regarding contract administration.



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- B. "City" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.
- C. "Contract" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.
- D. "Department(s)" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.
- E. "Procurement Division" means the office responsible for handling procurement-related matters within the City.
- F. "Respondent(s)": means any person, individual, or entity submitting a response to this solicitation. The terms "Proposer" and "Bidder" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.
- G. "Response(s)" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation will not include any verbal interactions with the City apart from submission of a formal written submittal. The terms "Proposal" and "Bid" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.
- H. "Solicitation" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms "Invitation to Bid", "Request for Qualifications", "Request for Proposals", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.
- I. "Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", "Consultant", "Provider", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.
- J. "Work" means the actual task (i.e., goods and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

6.2. General Terms and Conditions

6.2.1. Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other



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sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

6.2.2. Assignment or Transfer

The Successful Respondent will not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, if the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, the Successful Respondent will promptly notify City in writing of such change at least thirty (30) days prior to such change, and the City will have the right to terminate the contract, at City's sole discretion.

6.2.3. Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will be responsible for their its own attorney fees through and including appellate litigation and any post-judgment proceedings.

6.2.4. Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent will maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

6.2.5. Basis of Award

The City intends to award a Contract to a highly qualified Respondent whose proposal is responsive and whose firm is determined to be responsible, offering the best combination of qualifications, experience, and value, as outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined at the City's sole discretion.

6.2.6. Brand Names

Unless otherwise provided in this Solicitation, if a brand name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Respondent may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City will be the sole judge concerning the merits of items as equals.

6.2.7. Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract are a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.



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6.2.8. City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., will remain the property of the City.

The Successful Respondent will be liable for all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while en route to the City will be the responsibility of the Successful Respondent.

In the event that such property is destroyed or declared a total loss, the Successful Respondent will be responsible for the replacement value of the property at the current market value, less depreciation, plus any other damages incurred by the City as a result of such loss.

Where a Successful Respondent is required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required.

The Successful Respondent will be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or its agents, representatives, or invitees).

6.2.9. City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, the Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals.

Neither the issuance of this Solicitation nor any subsequent Contract will constitute a waiver of the City's rights as sovereign.

In no event will the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

6.2.10. Clarifications and Addenda

Questions regarding this Solicitation will be directed in writing through the [OpenGov](#) platform. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) through the [OpenGov](#) platform.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum will be the only official method by which such a clarification is made. Only questions answered by written addenda will be binding.

Addenda – The Procurement Division may publish Addenda, which change, add to, or clarify the terms, provisions, or requirements of the solicitation. The Respondent must not rely on any representation, statement, or explanation, whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict within the Solicitation and any changes, the last information published will prevail.

It is the Respondents' responsibility to ensure they have reviewed all information, including answers to questions, and considered all information in preparation of their response to the Solicitation. Failure to



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acknowledge review of all information may cause their Submittal Package to be deemed non-responsive and not be considered for award.

6.2.11. Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties will mean employees, officers, or the principals thereof who have a direct or indirect ownership interest in another firm, or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, will be rejected. The City reserves the right to disqualify any Respondent during any phase of the Solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent or Contractor.

6.2.12. Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law (Florida Statute Chapter 119). If the Contract contains a confidentiality provision, it will not apply when disclosure is required by Florida law or upon court order.

6.2.13. Conflicts and Order of Precedence

This Solicitation and Contract will be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence will apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, will govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addenda issued, the order of precedence will be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended, the priorities stated below will govern, as applicable:

- Scope of Work and Specifications will govern the Response, including, without limitation, any plans and drawings submitted.
- Larger-scale drawings will govern over smaller ones.
- Figured or numerical dimensions will govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications, or industry standards are in conflict, the more restrictive or higher quality will govern.

6.2.14. Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to a written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.



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6.2.15. Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "will" is mandatory, and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning will be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories that are not explicitly mentioned but are essential to produce a complete and properly operating product providing the function indicated will be furnished and installed without change in the contract price. Such miscellaneous items and accessories will be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and will be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

6.2.16. Compliance With Applicable Laws

Successful Respondent(s) will comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. The Respondent's lack of knowledge will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral, and Miami-Dade County Charter and Codes, as well as other laws/regulations, will be interpreted to include "as amended from time to time."

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observe that the Response or subsequent Contract is at variance with applicable laws, the Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) perform knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising therefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it will be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

6.2.17. Compliance with Occupational Health and Safety Act (OSHA) Standards

To the extent applicable, Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements will be borne solely by the Successful Respondent. Upon request, Contractor will provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent will be solely and completely responsible for the conditions of the job site, including the safety of all persons (including employees) and property during work performance. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state,



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county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement will be followed.

6.2.18. Cone of Silence

This Solicitation will be subject to the “Cone of Silence” which means a prohibition on any communication regarding a Solicitation between potential Respondents or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and their staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence will be imposed upon this Solicitation after the advertisement thereof and will terminate upon the issuance of the City Manager’s recommendation to award. However, if the City Council refers the City Manager’s recommendation back to the City Manager or committee for further review, the Cone of Silence will be re-imposed until such time as a recommendation is issued by the City Manager after such additional review.

The Cone of Silence will not apply to:

- Communications with the City Attorney.
- Oral presentations before evaluation committees.
- Public presentations made to the City Council during any duly noticed public meeting.
- Written communications regarding a particular Solicitation between a potential Respondent and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation.
- Duly noticed site visits to determine the competence of Respondents regarding a particular solicitation during the period between the opening of Responses and the time the City Manager makes his or her written recommendation.
- Any emergency procurement of goods or services pursuant to City Code.
- Responses to the City’s request for clarification or additional information.
- Contract negotiations during any duly noticed public meeting.
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent will render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

6.2.19. Conflict of Interest

By way of its Response, Respondent recognizes and certifies that no elected official, board member, or employee of the City will have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and



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further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a Material Interest in the Respondent. "Material Interest" for purposes of this subsection will mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

6.2.20. Contract Award and Negotiation

The City will negotiate a Contract with the selected firm(s) pursuant to City Council approval. The awarded firm(s) must execute the Contract within ten (10) days after receiving notice of award from the City. If the City is unable to successfully negotiate a Contract with the highest-ranked firm, it may enter into negotiations with the next highest-ranked firm, and so on, until a Contract is executed.

The City reserves the right to negotiate any terms in the manner it determines to be in its best interest, including, without limitation, contract terms, pricing, and other requirements and obligations. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements related to the project shall be subject to the terms of the resulting Contract.

6.2.21. Delivery

The delivery of any all goods required by this Solicitation and resultant Contract will be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions will be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract will remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to the City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned, and the City will have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

6.2.22. Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent and the City department responsible for the administration of the Contract will make a good-faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney will resolve the dispute and send a written copy of its decision to the Successful Respondent, which will be binding on both parties. The City reserves the right not to award or to reject Responses from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.



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6.2.23. Employees

The Successful Respondent will be responsible for the appearance of all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed). On-site personnel must be able to always supply proper identification.

All employees of the Successful Respondent will always be the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not employees or agents of the City. The Successful Respondent will supply competent, suitably qualified, and capable employees, and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City will not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent assigned to the Work will be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to assign to the Work any employee undergoing a sentence of imprisonment except as otherwise provided by applicable laws.

6.2.24. Equal Employment Opportunity

The Respondent will comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States will on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

6.2.25. Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications, all equipment, and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the work to be performed under the contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

6.2.26. Exceptions

Exceptions to the specifications shall be listed in the Response, and the section shall be referenced, and details of the exception shall be provided. Any exceptions to the material provisions of this Solicitation, as determined by the City in its sole discretion, may cause the proposal to be considered non-responsive.

6.2.27. Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated, and/or awarded. If the right is exercised, the City will notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms, and conditions



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for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur if the City and the Contractor are in mutual agreement on such extensions.

6.2.28. Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City may, as a further sanction, terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation.

6.2.29. Goods and Services may be Added or Deleted

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

6.2.30. Governing Law and Venue

The validity and effect of the Contract will be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract will take place in Miami-Dade County, Florida.

6.2.31. Guarantee

Vendor shall warrant all products and materials to be free of defects for a period of one year from the date of final delivery. Upon completion of the one-year period, the vendor must ensure that the City is capable of utilizing the manufacturer's warranty if any issues with the equipment should arise.

6.2.32. Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Responses"), received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

6.2.33. Incurred Expenses

The City will not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including, without limitation, the cost incurred during any presentation or negotiations related to potential award.

6.2.34. Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation will indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications will survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent will, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The



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Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent will in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

The indemnification provided above will obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06, and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent will require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City will not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving, or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities under the Contract.

The Successful Respondent agrees and recognizes that the City shall not be held liable for claims liabilities damages, losses or costs arising directly from Acts of God or Force Majeure events, which shall include floods, hurricanes, tornadoes, earthquakes, lightning, fires epidemics, pandemics, quarantine restrictions, usually severe weather conditions, acts of public enemies, war, blockade, riots, civil disturbances, freight embargoes, or other similar events beyond the reasonable control of the City.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting its Response or providing the goods or services requested by this Solicitation. The Successful Respondent will pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights. Successful Respondent will, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent will pay all damages and costs awarded against the City.

6.2.35. Inspection of Project Records

The City will have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent will retain and make available to City all such books and records and accounts, financial or otherwise, which relate



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to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent will provide the City access to such books and records upon five (5) days' written notice.

6.2.36. Insurance Requirements

The awarded Proposer will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the attached and incorporated SECTION 3. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed, until at least thirty (30) days' prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

6.2.37. Licensing

Successful Respondent must provide a copy of its occupational/business license and State of Florida business registration prior to award. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of the Response submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, out-of-state corporations must obtain a Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

6.2.38. Liquidated Damages

In the event of delay to the project for which CMR is responsible, CMR shall pay Liquidated Damages to the City at a rate of \$2,000.00 per calendar day for which the contracted Substantial Completion is not met.

6.2.39. No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent will be provided by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under the Contract will be those of the Successful Respondent.

6.2.40. Notice

Whenever any provision of the Contract requires the giving of written notice it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation



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for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

6.2.41. Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses will include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent will be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

6.2.42. Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provide that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating a Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

6.2.43. Protests

Protests of Solicitations and awards must be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the filing requirements will NOT be accepted. Failure of a party to file in a timely manner will constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE.

6.2.44. Public Entity Crimes

Under Section 287.133, Florida Statutes, a person or vendor (Respondent) is placed on the State of Florida's convicted vendor list following a conviction for a public entity crime:

- May not submit a Response to provide goods or services to any public entity.
- May not submit a Response for the construction or repair of any public building or public works project.
- May not submit a Response for the lease of real property to a public entity.
- May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for any public entity.
- May not conduct business with any public entity in an amount exceeding the Category Two threshold in Section 287.017, Florida Statutes.

These restrictions apply for 36 months from the date the person or vendor was placed on the convicted vendor list.

6.2.45. Public Records

The Contractor must:

- Keep and maintain all public records required by the City to perform the service.
- Provide requested records to the City's custodian of public records, or allow inspection/copying within a reasonable time. Costs must not exceed those authorized by Chapter 119, Florida Statutes.



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- Protect records that are exempt or confidential—don't disclose unless allowed by law—both during the contract and after, unless transferred to the City.
- At contract end, either:
 - Transfer, at no cost, all public records in your possession to the City; or
 - Retain and manage them according to public records law. If duplicates are kept, destroy exempt or confidential duplicates. Electronic records must be delivered in a format compatible with City systems. If the City receives a request for records and does not have them, it will notify the Contractor immediately, and the Contractor must comply within a reasonable time.

Non-compliance by the Contractor may result in enforcement under the contract and legal penalties under § 119.10, Fla. Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, DORAL GOVERNMENT CENTER, 1ST FLOOR, CITY CLERK'S OFFICE, 8401 NW 53 TERRACE, DORAL, FL 33166, 305-593-6730, or cityclerk@cityofdoral.com

6.2.46. Quantities

The City does not guarantee or warrant as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for pricing purposes only and may be used for tabulation. The City reserves the right to reasonably increase or decrease quantities as required.

6.2.47. Respondent in Arrears or Default

By submitting a Response, the Respondent certifies that:

- They do not owe money to the City or any City agency, and are not in default on any obligation to the City.
- They have not been declared "not responsible" or "disqualified," and have not been suspended or debarred from doing business with:
 - Any state or local government in Florida
 - The Federal Government
 - Any other U.S. state or local government entity
- There are no ongoing proceedings that question their ability or qualifications to enter into public contracts.

This certification is a continuing obligation for the term of the Contract. The Respondent must promptly notify the City in writing of any of the above changes.

The City will consider any Respondent to be non-responsible—and will not award a Contract—if the Respondent is found to be in monetary arrears, in debt, or in default to the City at the time Responses are due.



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6.2.48. Respondent's Financial and Legal Standing

By submitting a Response, you confirm that:

- You don't owe money to the City or any of its agencies.
- You're not currently in default on any contract with the City.
- You haven't been suspended, disqualified, or banned from doing business with a government agency in Florida, the federal government, or any other U.S. state or local government.
- There are no ongoing investigations or legal actions questioning your ability to do public work.
- You also agree to keep the City informed of any of these changes during the contract period.

If the City finds that you owe money or are in default at the time proposals are due, you will be considered non-responsible and will not be disqualified, and will not be considered for Contract award.

6.2.49. Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, item by item, or such combination as will best serve the City's interests unless otherwise stated.

6.2.50. Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, will be in addition to, and will not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

6.2.51. Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor (Respondent) must submit the certification that is attached to this Contract. Submitting a false certification will be deemed a material breach of contract. The City will have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.



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6.2.52. Severability

If any provision of the Contract or the application thereof to any person or situation will to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it will have been held invalid or unenforceable will not be affected thereby, and will continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.2.53. Subcontractors or Suppliers

The City shall have a Single Prime Pre-Construction Manager (PCM)/Construction Manager at Risk (CMR) as the result of any contract negotiation and that Single Prime PCM/CMR shall be responsible for all deliverables referenced in this RFP or proposal. This general requirement notwithstanding, a proposer may enter into subcontractor agreements, in accordance with the subcontractor selection goals stated in the Project Overview section, however a proposer should acknowledge in its proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work or to form a joint venture or other project specific entity, the proposer should identify each subcontractor or venture partner and should include specific designations of the tasks to be performed by the subcontractor or venture partner. Information required of the proposer under the terms of this RFP is also required for each subcontractor or venture partner. Unless provided for in the contract with the City, the Pre-Construction Manager (PCM)/ Construction Manager at Risk (CMR) Risk shall not contract with any other party than those named for furnishing the work and professional services herein contracted for without the express written approval of the City.

6.2.54. Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any proposals, and waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give prospective Respondents at least three (3) calendar days' notice, whenever practicable, of any such postponement.

Responses Binding: All Responses submitted in connection with this Solicitation will constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Responses: An alternate Response will not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by the Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required will not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should



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be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample will not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondent. In the event of a Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

6.2.55. Taxes

The prices proposed pursuant to the Contract will include the cost of all applicable sales, consumer, use, and other taxes for which the Respondent is liable.

6.2.56. Time is of the Essence

A Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work will be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in the performance of the Work.

6.2.57. Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days' prior written notice to the Successful Respondent when the City Manager determines it is in the best interest of the City. If the Contract provides for supplies, products, equipment, or software, and is terminated for the convenience of the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City prior to termination. To the extent this Contract is for services and so terminated, the City will be liable only for payment in accordance with the payment provisions of the Contract for those services rendered and reasonably accepted by the City prior to termination. Except as expressly provided herein, the City will not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

6.2.58. Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent will be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

6.2.59. Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.



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6.2.60. Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct their Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response, as modified by such writing, will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

7. VENDOR RESPONSE

7.1. Vendor Questionnaire

1. Cover Page*

Show the name of Proposer's firm, address, telephone number, and name of contact person, email address, date, and the subject: "Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area RFP 2025-27."

*Response required

2. PRE-CONSTRUCTION FEE WORKSHEET*

To maintain confidentiality until Phase 2, all pricing information must be included **exclusively in this section**. Do not reference pricing in any other part of the proposal.

*Response required

3. CONSTRUCTION PHASE FEE WORKSHEET*

To maintain confidentiality until Phase 2, all pricing information must be included **exclusively in this section**. Do not reference pricing in any other part of the proposal.

*Response required

4. Table of Contents*

Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.

*Response required

5. Letter of Transmittal*

Provide a narrative summary of the Proposal in a brief and concise manner. The letter should not exceed one page in length.

*Response required

6. Project Team Qualification Statement*

The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the project team's capacity to perform the services required herein, including the following:

- A. Specify the individual that will serve as Proposer's lead representative (~~"Concessions Manager"~~) who shall be responsible for all the work to be performed by the Provider under this Contract and shall serve as the point of contact.



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- B. Specify any other key personnel who will be assigned to complete the Work ~~(together with the Concessions Manager, the "Project Team")~~.

*Response required

7. Approach*

Describe the proposed approach and operational plan for delivering Pre-Construction and Construction Management at Risk services for the project.

This section should demonstrate the proposer's understanding of the City's requirements and their ability to meet or exceed the scope of services. Highlight any innovative strategies, technology solutions, or value-added services the proposer can offer to enhance project delivery and cost efficiency.

*Response required

8. Date of Entity Formation*

*Response required

9. Entity Type*

- ☐ Corporation
☐ Partnership
☐ LLC
☐ Other

*Response required

10. Business Entity Affidavit*

Please download the below documents, complete, and upload.

- [Business_Entity_Affidavit.pdf](#)

*Response required

11. Certificate of Authority*

Please download the below documents, complete, and upload.

- [CERTIFICATE OF AUTHORITY..pdf](#)

*Response required

12. Confirmation of Understanding for Certificate of Authority*

Bidder understands that they must return a Certificate of Authority in order to be considered for the solicitation.

- ☐ Please confirm

*Response required

13. Office Location*

*Response required



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14. FEI/EIN Number*

*Response required

15. Authorized Representative*

Name and Title

*Response required

16. The undersigned Bidder/Proposer agrees*

If this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this bid and in accordance with the terms and conditions of the Contract.

☐ Please confirm

*Response required

17. Bidder/Proposer accepts all of the terms and conditions of the Solicitation*

Including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award.

☐ Please confirm

*Response required

18. Bidder/Proposer further warrants and represents *

It has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

☐ Please confirm

*Response required

19. Bidder/Proposer further warrants and represents*

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

☐ Please confirm

*Response required

20. Bidder/Proposer further warrants and represents*

It has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.



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☐ Please confirm

*Response required

21. Bidder/Proposer further warrants and represents*

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.

☐ Please confirm

*Response required

22. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.*

☐ Please confirm

*Response required

23. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.*

☐ Please confirm

*Response required

24. Communication - If information is different than what is provided in Vendor Profile:

Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Bidder/Proposer
- Telephone Number
- Email Address
- Attention

25. Bidder Qualification Statement*

Please download the below documents, complete, and upload.

- [BIDDER QUALIFICATION STATEM...](#)

*Response required



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26. SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES*

Please download the below documents, complete, and upload.

- [SWORN STATEMENT PURSUANT TO...](#)

*Response required

27. Compliance With Foreign Entity Laws*

Applicant certifies as follows:

- A. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- C. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- D. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- E. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- F. Bidder is not engaged in business operations in Cuba or Syria.
- G. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

☐ Please confirm

*Response required

28. Disability, Nondiscrimination, and Equal Employment Opportunity*

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes.



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- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

☐ Please confirm

*Response required

29. Conformance with OSHA Standards*

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

☐ Please confirm

*Response required

30. E-Verify Program Affidavit*

Affiant certifies the following:

- A. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- B. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- C. Bidder does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- D. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- E. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

☐ Please confirm



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Request for Proposals
Pre-Construction and
2025-27

Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

*Response required

31. AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*

Please download the below documents, complete, and upload.

- [AFFIDAVIT REGARDING UNAUTHO...](#)

*Response required

32. No Contingency Affidavit*

Affiant certifies the following:

- A. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.
- B. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances.
- C. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

☐ Please confirm

*Response required

33. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

☐ Please confirm

*Response required

34. Non-Collusion Affidavit*

I, the affiant, swear or affirm that:

- A. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- B. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- C. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by



City of Doral
Request for Proposals
Pre-Construction and
2025-27

agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.

- D. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

☐ Please confirm

*Response required

35. Drug Free Workplace Program*

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- A. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- D. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Please confirm

*Response required



**City of Doral
Request for Proposals
Pre-Construction and
2025-27**

Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

36. Cone of Silence Certification*

Affiant certifies and that Affiant has read and understands the Cone of Silence” requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

☐ Please confirm

*Response required

37. Bidder Affirmation*

Please download the below documents, complete, and upload.

- [BIDDER AFFIRMATION..pdf](#)

*Response required

38. Proposer's Certification*

Please download the below documents, complete, and upload.

- [PROPOSER'S CERTIFICATION.pdf](#)

*Response required

39. Tie Bids Certification*

Please download the below documents, complete, and upload.

- [TIE_BID.pdf](#)

*Response required

40. Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST_DISCLO...](#)

*Response required

41. Required Affidavit Regarding the Use of Coercion for Labor and Services*

Please download the below documents, complete, and upload.

- [Required Affidavit Regardin...](#)

*Response required

42. Proposed Subcontractor Form*

Please download the below documents, complete, and upload.

- [List of Proposed Subcontrac...](#)

*Response required



**City of Doral
Request for Proposals
Pre-Construction and
2025-27**

Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

43. Performance Evaluation Survey

Please download the below documents, forward to a minimum of 3 current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

- [SurveyV3.pdf](#)

44. Statement*

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

☐ Please confirm

*Response required

45. No Contingency Affidavit*

Please download the below documents, complete, and upload.

- [NO CONTINGENCY.pdf](#)

*Response required

46. Truth in Negotiations Certificate*

Please download the below documents, complete, and upload.

- [TRUTH IN NEG.pdf](#)

*Response required

47. Proposers submission packet*

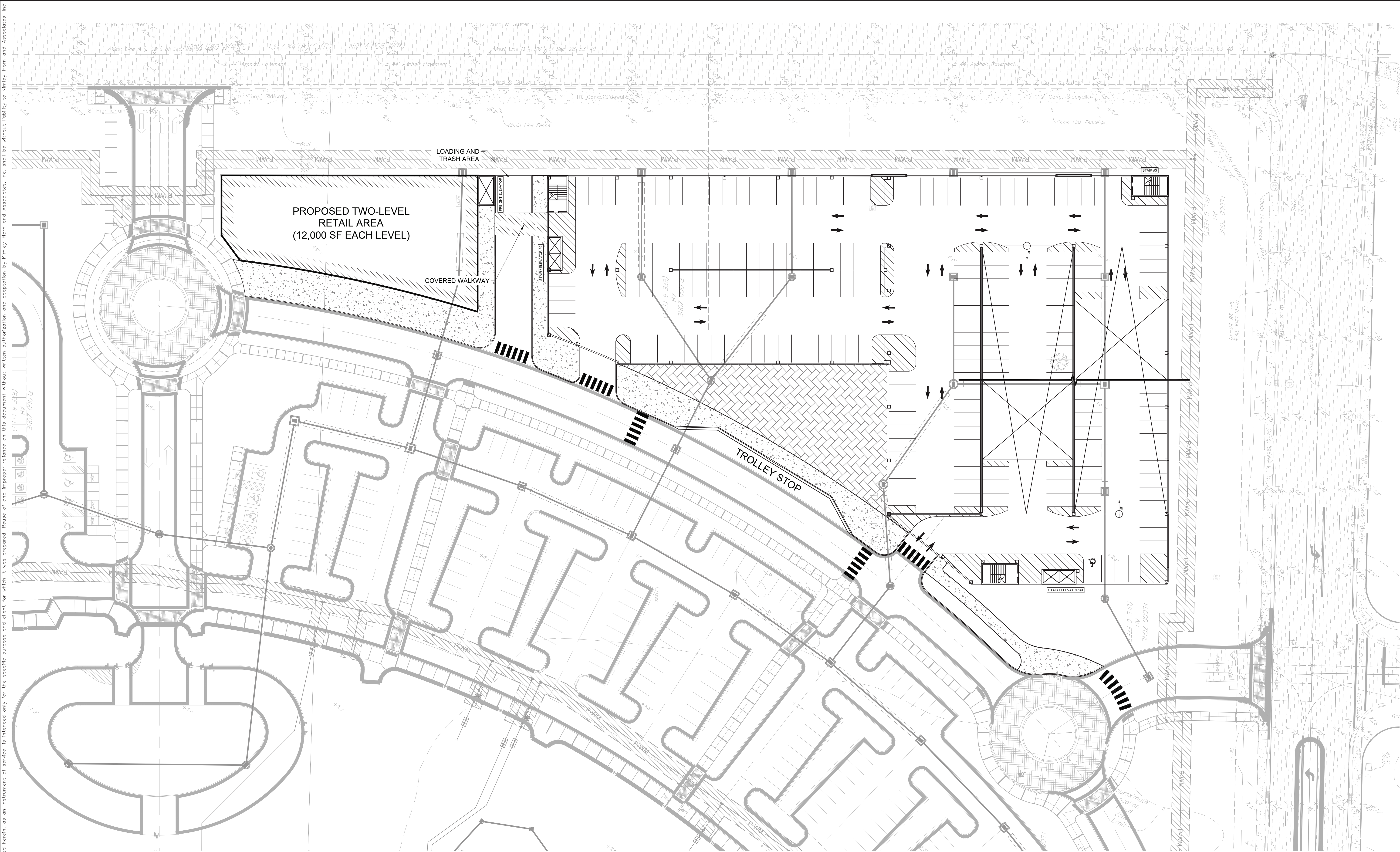
Proposers must upload their complete proposal response in this section of the solicitation, **excluding any pricing information.**

Pricing details must remain confidential and should only be submitted in response to Questions 2 and 3 as instructed. Failure to comply with this requirement may result in disqualification from consideration.

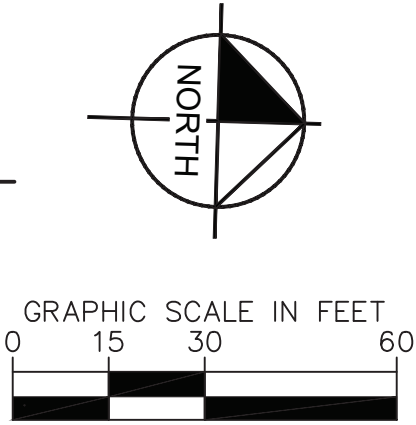
*Response required

48. Optional Supporting Documentation (Confidential Submission)

Bidders may upload any supporting statements or documentation relevant to their proposal. If submitted, these documents will be treated as confidential and used solely for evaluation purposes in accordance with applicable public records laws.



1 OPTION 2 GARAGE SITE PLAN
CS2-1 SCALE: 1" = 30'-0"



SHEET NUMBER		DORAL CENTRAL PARK GARAGE PREPARED FOR CITY OF DORAL, FLORIDA		OPTION 2 GARAGE SITE PLAN		KHA PROJECT 043515020		LICENSED PROFESSIONAL		Kimley»»Horn	
CS2-1		FLORIDA				DATE 10/28/2025		NOEL RAMIREZ, P.E.		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134 PHONE: 305-673-2025 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM CA 0000696	
						SCALE AS SHOWN		FLORIDA LICENSE NUMBER 80194			
						DESIGNED BY NRC					
						DRAWN BY PMD					
						CHECKED BY NRC		DATE: 10/28/2025			

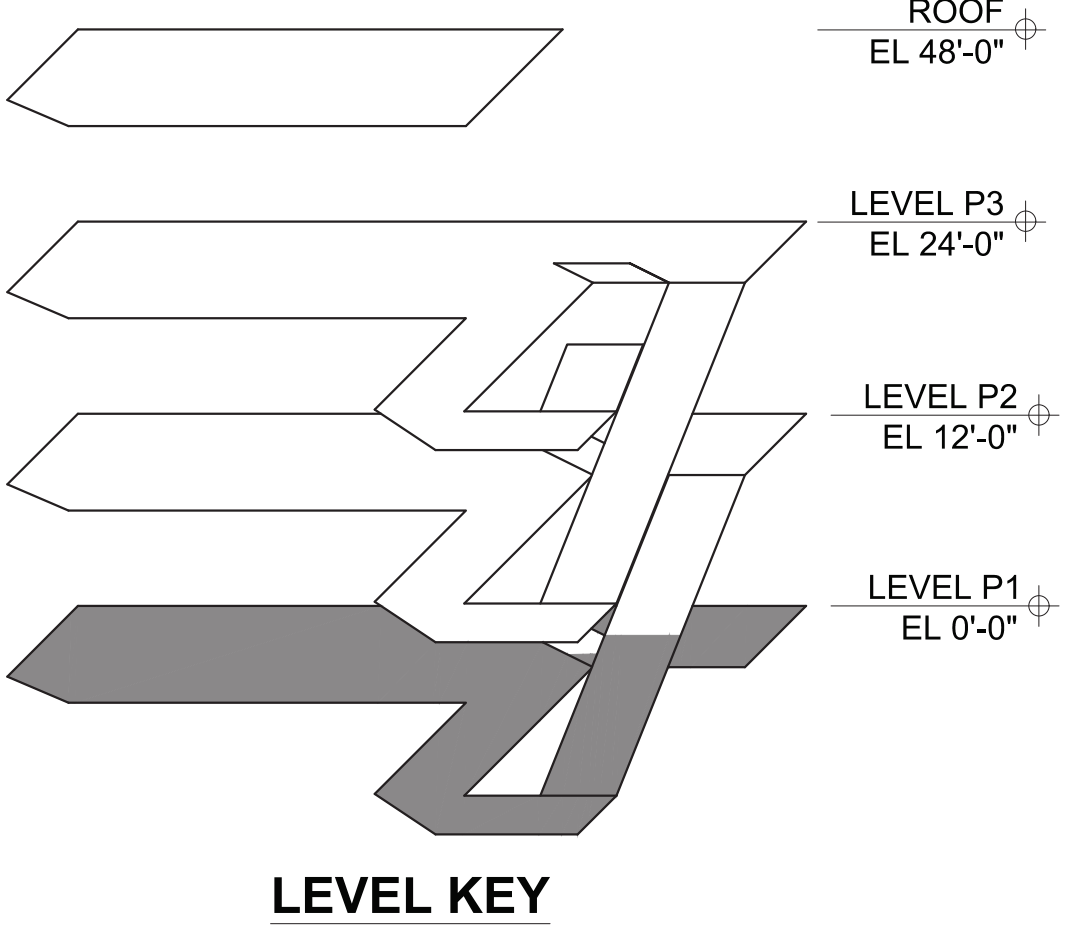
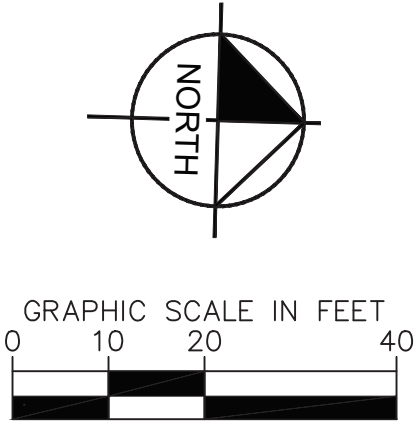
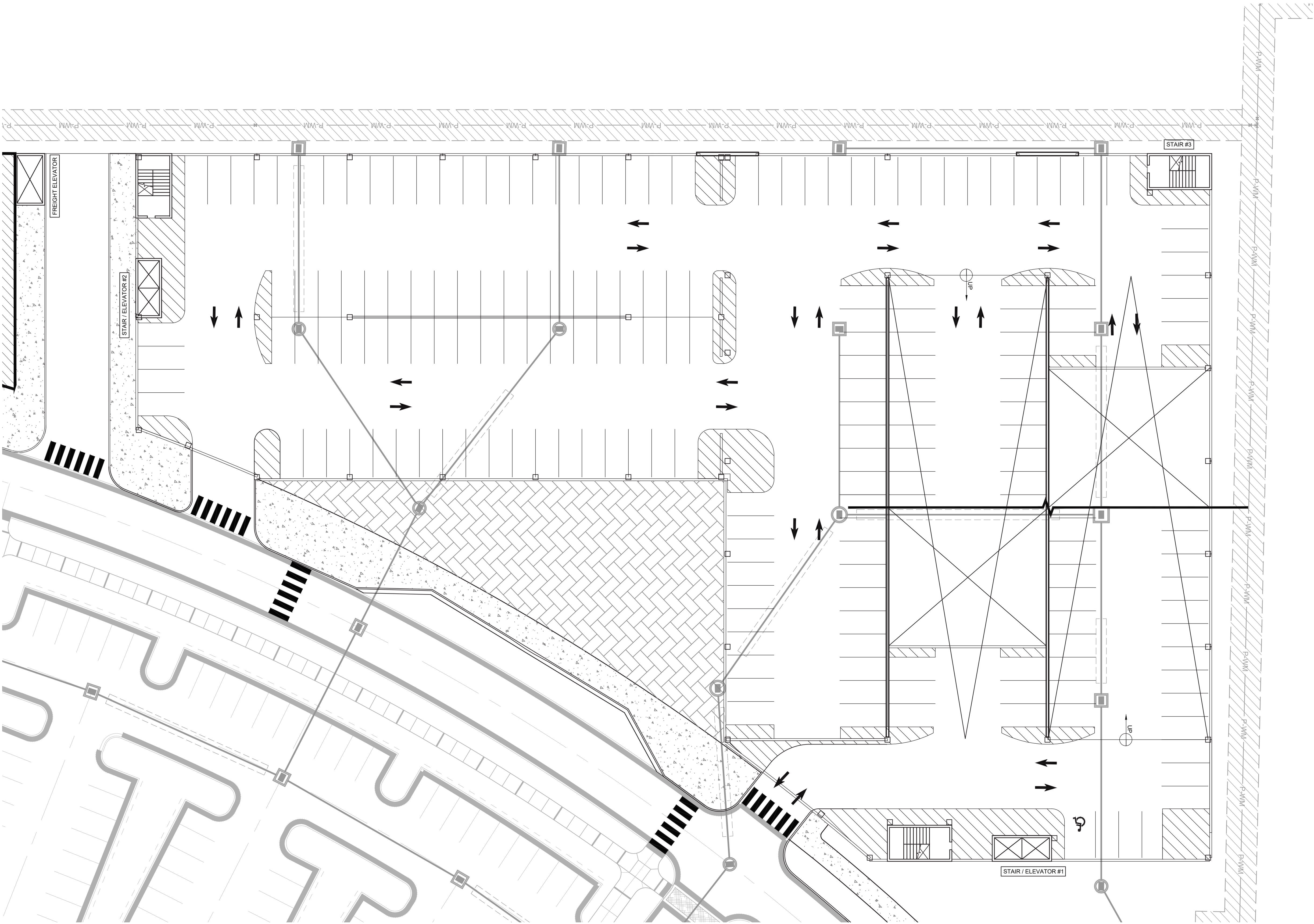
Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

1
CG2-1

OPTION 2 LEVEL1 CONCEPTUAL GARAGE PLAN

SCALE: 1" = 20'-0"



PARKING SPACE TABULATION CHART - 3 LEVEL

LEVEL	STANDARD	COMPACT	ADA	VAN ADA	TOTAL	SQ. FT.
1	189	-	-	1	190	71,863
2	216	-	-	2	215	78,445
3	123	-	-	1	124	45,221
TOTAL	528	-	-	4	529	195,529

PARKING EFFICIENCY = 370 SF/CAR

DADE COUNTY

FLORIDA

DORAL CENTRAL PARK GARAGE
PREPARED FOR
CITY OF DORAL, FLORIDA

OPTION 2 LEVEL1 CONCEPTUAL
GARAGE PLAN

LICENSED PROFESSIONAL

NOEL RAMIREZ, P.E.

FLORIDA LICENSE NUMBER
80194

DATE: 10/28/2025

KHA PROJECT
043515020

DATE
10/28/2025

SCALE AS SHOWN

DESIGNED BY NRC

DRAWN BY PMD

CHECKED BY NRC

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134

PHONE: 305-673-2025 FAX: 954-739-2247

WWW.KIMLEY-HORN.COM CA 0000696

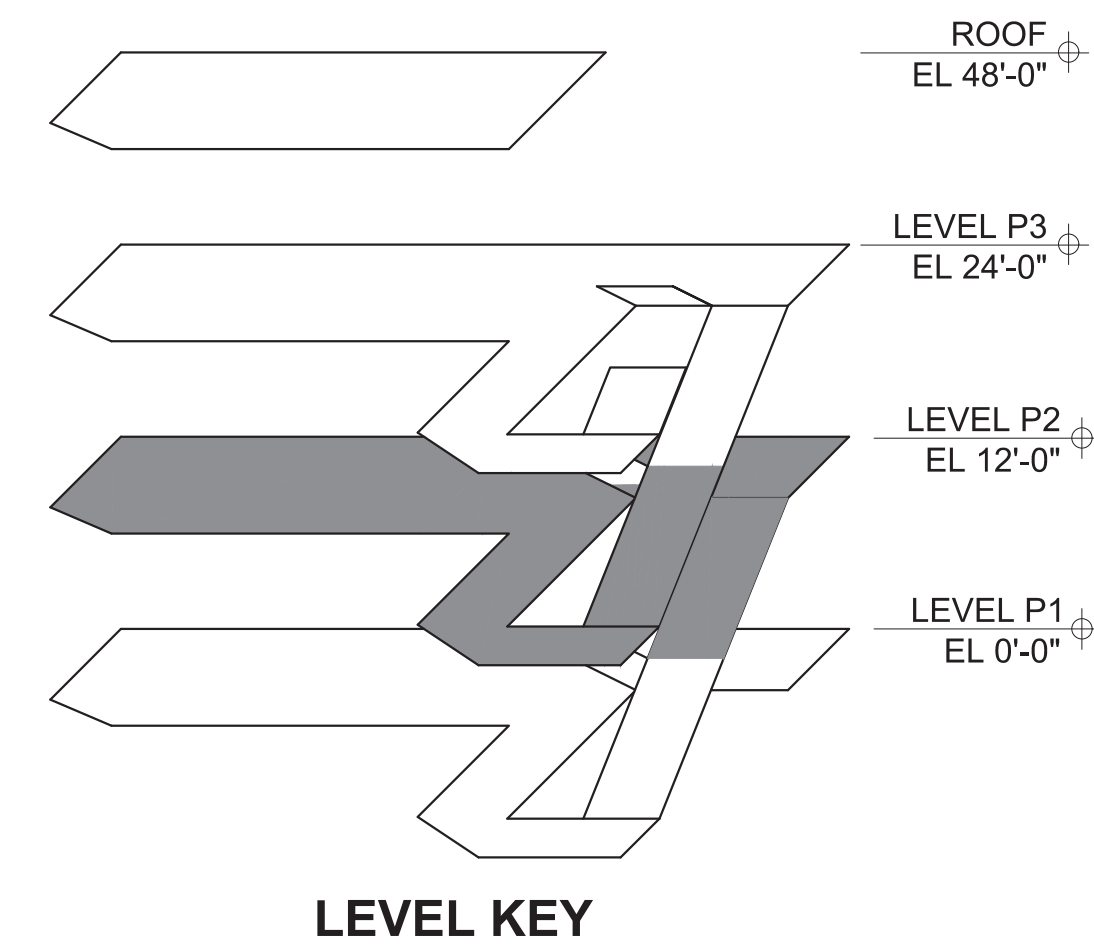
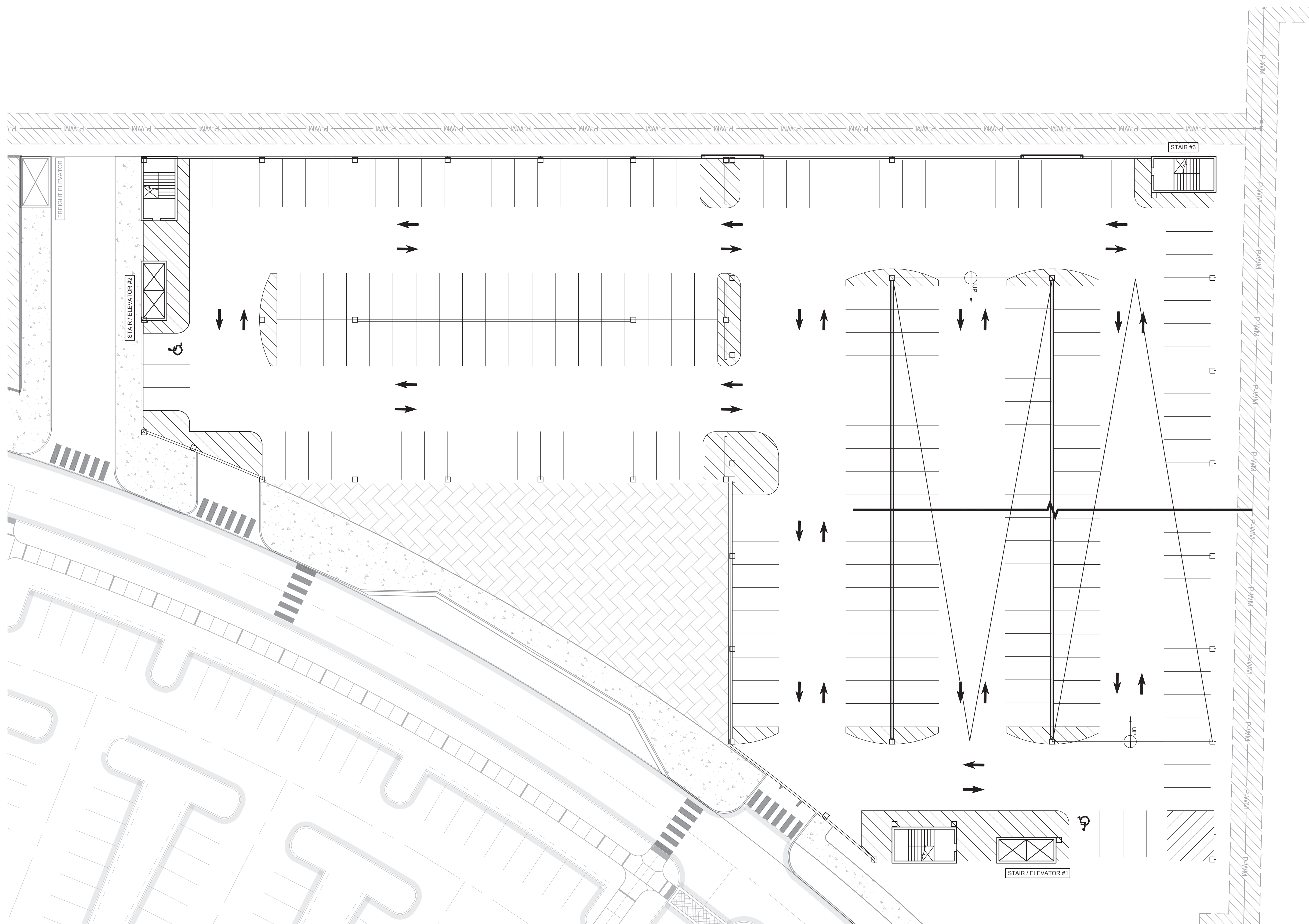
Kimley»Horn

REVISIONS

No.

DATE

BY



1
CG2-2

OPTION 2 LEVEL 2 CONCEPTUAL GARAGE PLAN

SCALE: 1' = 20'-0"

DORAL CENTRAL PARK GARAGE
PREPARED FOR
CITY OF DORAL, FLORIDA

DADE COUNTY

FLORIDA

OPTION 2 LEVEL 2 CONCEPTUAL GARAGE PLAN

LICENSED PROFESSIONAL

NOEL RAMIREZ, P.F.

FLORIDA LICENSE NUMBER

10/28/2025

KHA PROJECT

DATE _____

C707/07/01

DESIGNED BY NRC

RAWN BY	PMD
---------	-----

RAWN BY PMD

Kimley»»Horn

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

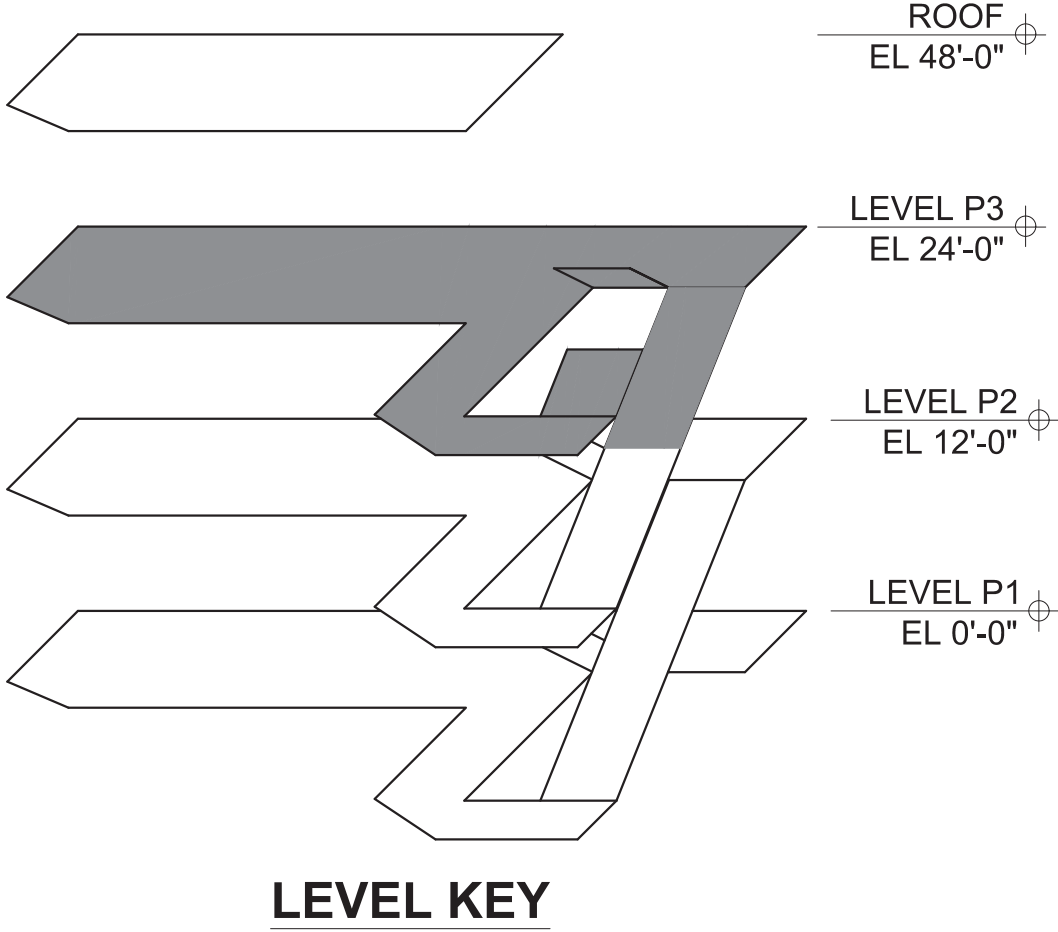
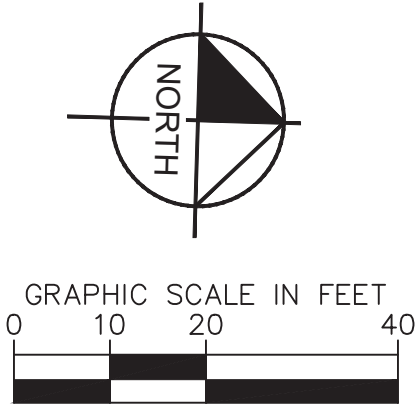
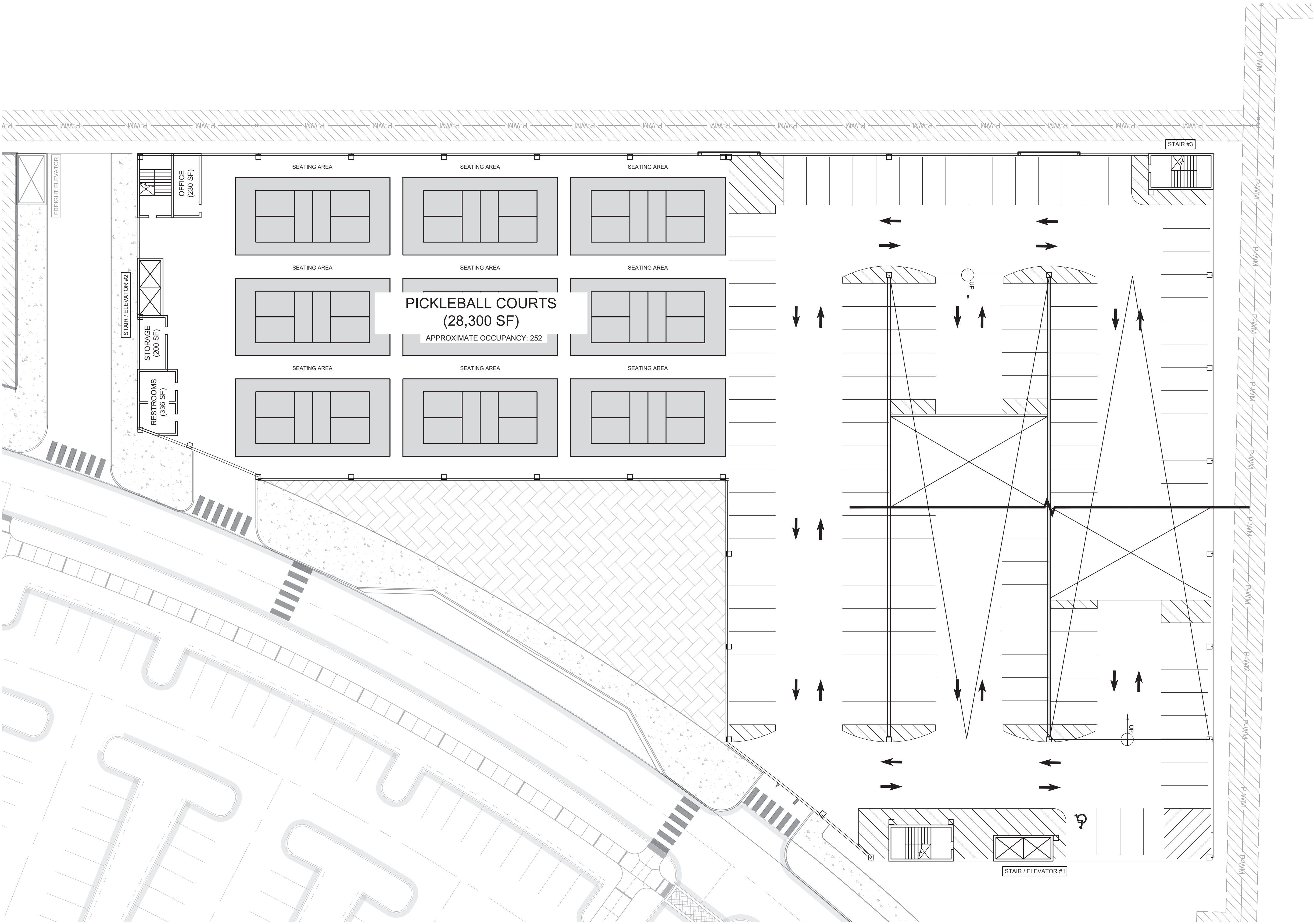
REVISIONS

	2
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DATE	BY
------	----

BY

1 OPTION 2 LEVEL3 CONCEPTUAL GARAGE PLAN
CG2-4 SCALE: 1" = 20'-0"



SHEET NUMBER CG2-4		DORAL CENTRAL PARK GARAGE PREPARED FOR CITY OF DORAL, FLORIDA		OPTION 2 LEVEL3 CONCEPTUAL GARAGE PLAN		KHA PROJECT 043515020		LICENSED PROFESSIONAL		Kimley»»Horn	
						DATE 10/28/2025		NOEL RAMIREZ, P.E.		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134 PHONE: 305-673--2025 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM CA 00000696	
						SCALE AS SHOWN		FLORIDA LICENSE NUMBER 80194			
						DESIGNED BY NRC					
						DRAWN BY PMD					
						CHECKED BY NRC		DATE: 10/28/2025			
DADE COUNTY		FLORIDA						REVISIONS		No.	
										DATE	



The City of Doral
Procurement
Roman Martinez, Procurement Director
8401 NW 53rd Ter 100, Doral, FL 33166
(305) 593-6725

ADDENDA REPORT
RFP No. 2025-27

Pre-Construction and Construction Management at Risk Services for Doral
Central Park Parking Garage & Recreation Area

RESPONSE DEADLINE: January 6, 2026 at 2:30 pm

Thursday, February 26, 2026

Addenda Issued:

Addendum #1

Dec 1, 2025 3:21 PM

1. Vendor response section has been provided to allow for the response to section 4.1 and 4.4.
2. Vendor response section 7.1.2 and 7.1.3 have been updated for clarity:
 - **To ensure pricing remains confidential until Phase 2, include all pricing information exclusively in this section.**
3. Vendor response section 7.1.6 has been updated for clarity.
 - **Reference to concessions has been removed.**
4. Vendor response section 7.1.7 have been updated for clarity.
 - **Description of 7.1.7 has been updated**

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #2

Dec 2, 2025 3:02 PM

Vendor response section has been provided to allow for the response to section 4.2 and 4.3.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #3

Dec 3, 2025 4:40 PM

Section 4.1.2(3) References

ADDENDA REPORT

RFP No. 2025-27

Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

Provide the name, address and telephone number of no more than three (3) project Cities to act as references for the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed.

Provide the name, address and telephone number of no more than three (3) design professionals to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed.

~~Provide the name, address and telephone number of no more than three (3) program managers to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed.~~

Proposer provides consent to City to contact Proposer's references for purposes of evaluating Proposer for the Project.

Section 4.1.3 For simplification, you may format the section as follows:

Safety A. Safety Program Description including

1. Name and Qualifications of Safety Officer
2. Narrative description of corporate safety program
3. Trainings and safety education programs used
4. Maintenance of your firm's safety statistics

B. Safety Record including

1. Man hours worked
2. EMR rate and OSHA recordable rates
3. Describe any OSHA violations and actions taken to correct, and lessons learned
4. Organization chart showing relationship of safety officers to senior management of Proposer's organization

4.1.7. A. City will make a selection of a Pre-Construction Manager based on Qualifications and a Fee Proposal submitted for the scope of services described in Section 2, consistent with timing in Exhibit A Preliminary Project Schedule and the proposer's proposed staffing plan to be completed in Exhibits B and C. Both the proposed Pre-Construction Services Fees and the proposed Construction Management Fees will be taken into account in the final selection of the PCM/CMR. See Exhibit D (Division of Cost Elements) for guidance on what items should be budgeted and what is allowed to be charged in Pre-Construction Phase Fee, Construction Phase Fee, Construction Manager's Staffing and Site Office Costs, Cost of the Work, AE Costs, and City Costs. ~~Fee worksheets and proposals shall be placed in separate sealed envelopes and placed inside the proposal binder.~~

4.1.7. C. The Construction Management at Risk Services Fee Proposal should be broken down as follows:

2. State the amount of Construction Manager's Site Office and Staffing Costs for the duration of the Construction of the project. Include a complete listing of staff, materials, services, and office equipment

ADDENDA REPORT

RFP No. 2025-27

Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

and supplies per the General Conditions of the Contract A201 2017 as referenced in Exhibit E and per Exhibit D Division of Cost Elements. Proposer shall complete ~~Exhibit F~~ Exhibit C Construction Phase Fee Worksheet. Include man hours, base rates and average burden rates for employees by month of Construction of the project. Upon conclusion of final negotiation of GMP Construction Manager's Staffing and Site Office Costs will be converted to a firm fixed price.

Section 4.4.6 Submit the Respondent's ~~two (2)~~ three (3) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.

Section 7.1.47 The vendor questionnaire now allows Proposers to upload their complete proposal response in this section of the solicitation, **excluding any pricing information**. Pricing details must remain confidential and should only be submitted in response to Questions 2 and 3 as instructed. Failure to comply with this requirement may result in disqualification from consideration.

- This addendum supersedes Section A of Addendum No. 1 as well as Addendum No. 2. Please disregard the language in previous addendum related to section 4.1,4.2,4.3,4.4 and refer to the updated information provided herein.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #4

Dec 8, 2025 3:22 PM

- Deadline submission and evaluation meeting dates have been changed.
- Pre-proposal meeting transcript attached
- Pre-proposal meeting attendance attached
- 7.1.48 Optional Supporting Documentation (Confidential Submission) section added. Bidders may upload any supporting statements or documentation relevant to their proposal. If submitted, these documents will be treated as confidential and used solely for evaluation purposes in accordance with applicable public records laws.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Attachments:

- [Pre-Proposal Meeting RFP - Attendance report 12-08-25](#)

ADDENDA REPORT

RFP No. 2025-27

Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

· [Pre-Proposal Meeting RFP Transcript](#)

Addendum #5

Dec 16, 2025 10:06 AM

- Section 4.1.2(3)- The term "Citys" is to be replaced with "owners".
- Section 4.4.2 has been updated.
- Responses to vendor-submitted questions attached.

Attachments:

· [Question & Answer](#)

EXHIBIT A
PRELIMINARY PROJECT SCHEDULE

Task	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28
Schematic Design																															
Design Development																															
Construction Documents																															
Permitting & GMP																															
GMP Approval																															
Construction																															

Design Phase

- Schematic Design — Mar 2026 to Apr 2026 (60 days)
- Design Development — May 2026 to Jul 2026 (75 days)
- Construction Documents — Jul 2026 to Oct 2026 (105 days)
- Permitting & GMP Development — Oct 2026 to Jan 2027 (90 days)
- GMP Approval — Feb 2027 (30 days)

Construction Phase

- Construction — Mar 2027 to Sep 2028 (540 days)

EXHIBIT B

PRE-CONSTRUCTION FEE WORKSHEET SAMPLE

Labor Component

Name	Title	Month X	Month X	Month X	Total Hours	Rate	Cost
Joe Jones	Project Manager	166	80	80	326	\$100	\$32,600
Tammy Thomas	Pre-Con Manager	45	80	40	165	\$100	\$16,500
William Penn	Estimator				0		\$0
John Hardy	Scheduler				0		\$0
					0		\$0
Labor Total							\$49,100

Staff Expenses Component

Name	Title	Expense	Month X	Month X	Month X	Month X	Totals
Joe Jones	Project Manager	Cell Phone	\$100	\$100	\$100	\$100	\$400
Tammy Thomas	Pre-Con Manager	Car	\$200	\$200	\$200	\$200	\$800
William Penn	Estimator	Cell Phone	\$100				\$0
John Hardy	Scheduler	Travel	\$100				\$0
							\$0
Expense Total							\$1,400

Other Expense for Pre-Construction Phase Only

Item	Description	Month X	Month X	Month X	Month X	Month X	Totals
Temp Office	Lease	\$ 2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000
Computer	IT Lease	\$200	\$200	\$200	\$200	\$200	\$1,000
Electricity	Lease Utilities	\$ 100					\$0
Furniture	Office Space Lease	\$ 25					\$0
Copier/Printer	Job Site	\$ 100					\$0
Office Supplies	Job Site	\$ 50					\$0
							\$0
Expense Total							\$11,000



EXHIBIT C

CONSTRUCTION PHASE FEE WORKSHEET SAMPLE

Labor Component

Name	Title	Month X	Month X	Month X	Total Hours	Rate	Cost
Joe Jones	Project Manager	120	130	100	670	\$120	\$80,400
Frank Fish	Project Engineer	35	95	125	515	\$75	\$38,625
Tammy Thomas	Safety Officer	45	55	28	351	\$100	\$35,100
					0		\$0
					0		\$0
Labor Total							\$154,125

Expense Component

Name	Title	Expense	Month X	Month X	Month X	Month X	Totals
Joe Jones	Project Manager	Cell Phone	\$100	\$100	\$100	\$100	\$200
Frank Fish	Project Engineer	Car	\$200	\$200	\$200	\$200	\$400
							\$0
							\$0
							\$0
Expense Total							\$600

Other Expenses per Exhibit G, Division of Cost Elements

Item	Description	Month X	Month X	Month X	Month X	Month X	Totals
Transportation	Super. Vehicles	\$ 50	\$100	\$100	\$100	\$100	\$450
Drug Screening		\$ 25	\$200	\$200	\$200	\$200	\$825
Computer	Network	\$ 100					\$0
Computers	Job Site	\$ 50					\$0
Furniture	Job Site	\$ 25					\$0
Telephones	Job Site	\$ 100					\$0
Expense Total							\$1,275

Total of Labor and Expenses Firm Fixed Price

\$156,000

CONSTRUCTION MANAGEMENT FEE (as a percentage of Construction Budget).

_____%



EXHIBIT D

DIVISION OF COST ELEMENTS

A. CONSTRUCTION MANAGEMENT STAFFING

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Other Field Staff as Required			X			
Other Home Office	X	X				
Drawing Review	X					
Estimating	X					
Project Budget Estimating	X					
Project Phasing	X					
Scheduling	X					
Value Engineering	X					
Corporate Executive(s)	X	X				
Principal in Charge	X	X				
Secretarial (off site)	X	X				
Clerk-Typist(s)	X	X				
Time Keeper / Checker(s)	X	X				
Accounting (at main office)	X	X				
Accounting (at job site)	X		X			
Purchasing (at main office)	X	X				
Purchasing (at job site)			X			
Legal	X	X				
EEO Officer(s)	X	X				
Production Engineering	X	X				
Energy Management	X	X				
Drafting Detailer(s)	X	X				
Engineer's Transportation	X	X				
Off Site Staff Transportation	X	X				
Off Site Staff Travel Costs	X	X				
Project Staff Moving Expense	X	X				
Project Staff Subsistence Cost	X	X				
Staff Training and Education	X	X				
Project Executive(s)	X		X			
Project Manager(s)	X		X			
Project Superintendent(s)	X		X			
Assistant Superintendent(s)	X		X			
Project Coordinator(s)	X		X			
Project Expeditor(s)	X		X			
Safety Engineer(s) (on site)	X		X			
Safety Officer(s) (Internal / Consultant)	X		X			
Secretarial (on site)	X		X			
Field Engineer(s)	X		X			



Drug Screening	X		X			
On Site Project Mgr. Transport.	X		X			
Superintendents Transportation	X		X			

B. SITE, SECURITY, AND SERVICES

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
2-way radio equipment				X		
Barricades				X		
Covered Walkways				X		
Debris Hauling / Removal				X		
Dust controls				X		
Final Cleanup				X		
Fire Extinguishers/Fire Watch				X		
First Aid Supplies				X		
Handrails and Toe Boards				X		
Infection control measures				X		
Opening Protection				X		
Roadway maintenance				X		
Safety Equipment				X		
Safety Nets				X		
Security Guard/Watchman Svcs.				X		
Snow and ice removal				X		
Temporary Fencing				X		
Traffic Control				X		
Trash chute & hoppers				X		
Daily Cleanup				X		

C. FACILITIES, EQUIPMENT AND SERVICES

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Air compressors				X		
Change / shower rooms				X		
Computer network connections			X			
Dewatering equipment				X		
Fuel / repairs / maintenance				X		
Generators				X		
Site Office Utilities			X			
Lunch rooms				X		
Miscellaneous Consumables				X		
Miscellaneous equipment				X		
Site Office trailer equipment			X			
Power expenses (for construction)				X		



Project signs / bulletin boards				X		
Trailer rental				X		
Temp. cooling expenses				X		
Temp. enclosures / partitions				X		
Temp. heating expenses				X		
Temp. lighting / wiring				X		
Temp. roads				X		
Temp. stairs				X		
Temp. toilet / sewer services				X		
Temp. water expenses				X		
Tool / utility trailer rental				X		

D. VERTICAL HOISTING

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Crane erect and dismantle				X		
Crane Fuel / repairs/ maintenance				X		
Crane operator				X		
Crane raising / jumping cost				X		
Crane rental				X		
Crane safety inspections				X		
Elevator cage rider				X		
Elevator operation cost				X		
Elevator repairs and maintenance				X		
Elevator Service Costs				X		
Forklift Fuel / repairs/ maintenance				X		
Forklift operators				X		
Forklift rental				X		
Forklift safety inspections				X		
Hoist communications				X		
Hoist electrical				X		
Hoist erect and dismantle				X		
Hoist Fuel / repairs/ maintenance				X		
Hoist landings and forms				X		
Hoist material hoppers				X		
Hoist material skips				X		
Hoist operators				X		
Hoist rental				X		
Hoist safety inspections				X		
Safety inspections			X			
Small material hoist rental				X		



E. QUALITY CONTROL

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Chief inspector			X			
Field inspector			X			
Inspector's transportation			X			
Inspector's equipment			X			
Inspector's office				X		
Compaction testing				X		
Concrete testing				X		
Fireproofing testing				X		
Masonry testing				X		
Soils investigation				X		
Special inspection consultants				X		
Special testing consultants				X		
Special testing services				X		
Welding inspectors				X		
Field Office supplies / material			X			
Project photographs			X			
Warranty inspection coordination		X				
Air and water balancing				X		
Operations on-site training				X		
Prepare operations manuals			X			
Prepare maintenance manuals			X			

F. PERMITS AND SPECIAL FEES

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Chiller water service charge				X		
Construction equipment licenses			X			
Construction equipment permits			X			
Parking fees			X			
Parking lot rental			X			
Royalties			X			
Staking and layout fees / costs			X			
Steam service charge *				X		
Storage yard rental			X			
Association fees		X				
Contractor's licenses		X				
Building permits				X		
Curb and gutter permits				X		
Gas service charge *				X		
Plan check fee						X



Power service charge *				X		
Sanitary connection fee *				X		
Sidewalk permits				X		
Sign permits				X		
Special tap fees				X		
Storm connection fee*				X		
Water connection fee *				X		
Zoning fees / consultants				X		

* Represent Final Connection Costs, not temporary

G. INSURANCE AND BONDS

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Builder's Risk Insurance				X		
Errors and Omissions (design)					X	
General Liability				X		
Completed Operations Liability				X		
Excess Liability Coverage				X		
Workmen's Compensation *			X			
FICA Insurance *			X			
Federal Unemployment *			X			
State Unemployment *			X			
Payment Bond (as required)				X		
Performance Bond (as required)				X		
Off-site insurance		X				
Off-site taxes		X				

*On-site staff only

H. OTHER COSTS

Description	Pre-Con Phase Fee	Included within CM Fee %	CMR Staffing and Site Office Costs	Cost of Work	A/E Costs	Citys Costs
Construction Equipment				X		
Commissioning						X
Construction Labor Costs				X		
Construction Material				X		
Cost of Emergency Work				X		
Project taxes				X		
Cost of Design & Engineering					X	
Cost for Bid Packages				X		
Building Maint. After Move-in						X
Building Operation after Move-in						X
Land Costs						X
Moving Coordination						X
Moving Costs						X



City Change Contingency						X
Soils Investigation					X	
Title / Development Costs						X
CMR General Overhead Cost		X				
CMR Profit / Margin		X				
Corrective Extra Work due to Gross Negligence		X				
Costs over GMP		X				



EXHIBIT E

SCHEDULE REQUIREMENTS

The Work under this Contract shall be planned, reported and accomplished using the Critical Path Method (hereinafter referred to as CPM). **All work associated with these requirements is considered incidental for which no direct payment will be made.**

DEFINITIONS

The following definitions used in this Section are intended to supplement or supersede definitions provided with "Primavera Project Planner" (P6), version R8.3.2 and shall have the following intents and meanings:

- (A) Baseline Schedule: The Baseline Schedule is the first accepted As-Planned schedule.
- (B) Controlling Item of Work: The non-completed Activity(s) with the earliest start date that resides on the Critical Path(s) of the current Working Schedule.
- (C) Critical Activity: An Activity with zero or negative Float.
- (D) Critical Path(s): The chain of continuous activities controlling a contractual obligate date. See also Longest Path. See also Milestone.
- (E) Date Constraint: A constraint placed on an activity that overrides or impedes logic and/or restricts or distributes float to control a network and/or sub-network of logic. The appropriate Date Constraint shall only be used on contractual obligate date(s).
- (F) Float: See Total Float.
- (G) Free Float: The amount of days available to an activity without delaying the early start of a successor activity. Free Float is uniquely available to an activity.
- (H) Impact Schedule: A schedule prepared to demonstrate the impacts of a change, or a proposed change from the last accepted working schedule. An accepted Impact Schedule becomes the current Working Schedule and is submitted via a Time Impact Analysis.
- (I) Longest Path: The Critical Path of the last activity of the schedule. See also Critical Path.



- (J) Milestone: A Milestone is a contractual obligated date and shall be designated with an Activity Type of Milestone. Milestones are the only activities allowed a date constraint. The Contractor may use Activity Coding to designate other activities of interest.
- (K) Near-Critical Activities: Activities equal or less than 10 days total float.
- (L) Preliminary Schedule(s): The schedule(s) submitted as parties work toward Baseline Schedule acceptance.
- (M) Revision Schedule: Any accepted schedule that substantially differs from the plan depicted in the accepted Baseline Schedule. An Accepted Revision Schedule becomes the current Working Schedule and is submitted via an Impact Schedule.
- (N) Total Float: Number of days by which a part of the Work in the Schedule may be delayed from its Early Dates without necessarily extending a Milestone. See also Float.
- (O) Two Week Look-Ahead Schedule: Schedule which spans a forward looking, rolling period of at least fourteen (14) calendar days.
- (P) Working Schedule: The current accepted Schedule.

COMPUTER SOFTWARE

The City uses "Primavera Project Planner" (P6), version R8.3.2. City may extract electronic data from the Contractor's electronic schedule. City will provide the contractor with the export specifications for retrieving data from the Contractor's schedule and the Contractor will be required to incorporate these export specifications into their schedule. If the Contractor utilizes software other than "Primavera Project Planner" (P6) the schedule shall be submitted in "Primavera Project Planner" (P6) format. The Contractor is responsible for any conversion discrepancies

SCHEDULE CALCULATIONS

The following scheduling settings will govern, and the schedule will be calculated in "Primavera Project Planner" (P6), version R8.3.2. 1) The schedule method shall be set to interruptible activities, 2) Total Float will be calculated utilizing the Finish Dates, and 3) the schedule will be calculated utilizing Progress Override. This method assumes that once an activity is started that work may continue without concern for uncompleted predecessor activities. It is the responsibility of the Contractor to work in sequence or submit a Time Impact Analysis in accordance with Time Impact Analysis section. Any illogical results of Progress Override shall be corrected prior to submission of any Time Impact Analysis.

GENERAL REQUIREMENTS



Changes to the Schedule shall be closely coordinated with the City Representative and are subject to the City Representative's acceptance. If City deems Work is performed substantially out of sequence then City will request in writing, the Contractor to demonstrate the impacts in accordance with "Time Impact Analysis" section contained herein.

Errors or omissions within Schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the Contract. If, after a Schedule has been accepted by the City Representative and either the Contractor or the City Representative discovers that any aspect of the Schedule has an error or omission, it shall be corrected, and the effects indicated in accordance with the "Time Impact Analysis" section contained herein.

NOTICE TO PROCEED(S)

This Project contains Notice to Proceed 1 (NTP1) and Notice to Proceed 2 (NTP2) criteria. The Contractor shall submit to City a Preliminary Schedule within eight (8) calendar days of issuance of Contract Award. Acceptance of the first Preliminary Schedule shall be a condition of Contract Approval and NTP1. NTP2 is a condition of Baseline Schedule acceptance and will not extend 90 calendar days from NTP1.

(A) Preliminary Schedule(s)

All schedules submitted prior to Baseline acceptance will be considered Preliminary Schedules. The Preliminary Schedule(s) are meant to communicate the Contractor's general plan of work and allow the Contractor to proceed with limited amount of work as parties work toward Baseline Schedule acceptance/NTP2.

The first Preliminary Schedule shall communicate that ALL Milestone dates are understood and sufficiently detail a 30-day look-ahead period. Subsequent schedule submittals shall show the status of work actually completed, with data dates of the 15th of every month. The schedule should be received as soon as possible after the applicable data date, but in no instance shall be later than four (4) calendar days. Subsequent Preliminary Schedule(s) shall detail at least a rolling 45-day look-ahead period; in which this rolling 45 day look-ahead shall comply with the "Level of Detail" section contained herein.

(B) Baseline Schedule

The Baseline Schedule shall not extend beyond any Contractual completion dates, contain negative float or utilize any other prohibited scheduling techniques. The Baseline Schedule shall include the entire scope of work and how the Contractor plans to complete all work contracted. Failure to include any element of required Work in the Project schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time. The Baseline shall include the level indicated in the "Level of Detail" section contained herein, unless changes are approved by City.



The Baseline Schedule shall not contain more than twenty (20) percent Critical Activities, nor more than thirty (30) percent Near-Critical, unless otherwise authorized by the City Representative.

The Baseline Schedule shall be cost, and resource loaded to include reasonable estimates of the Contract Bid Items to applicable activities; whereas the estimate reflects the quantity, cost and units of the Contract Bid Items for applicable activities. All bid items shall be included in the schedule with the proposal line number equal to the resource number in P6.

TWO (2) WEEK LOOK-AHEAD SCHEDULE:

The Contractor shall submit a detailed two (2) week schedule to the City Representative each week until all work is completed. This schedule may be a hand or computer-generated bar chart which spans a forward looking, rolling period of at least fourteen (14) calendar days. This schedule shall not contain extraneous information is meant as the Contractor's best effort to fully communicate work planned for the rolling fourteen-day (14) period. Work within this rolling period shall specifically reference the applicable Working Schedule Activity ID; where the Activity Description shall be broken down further, where applicable, to clearly communicate the work being accomplished. The detailed two (2) week Schedule shall include, at a minimum, the applicable level indicated in the "Level of Detail" section contained herein, unless changes are approved by City.

SCHEDULE UPDATES

The Contractor shall submit an updated schedule which accurately reflects the status of work actually completed, with a data date of the 15th of every month. The schedule should be received as soon as possible after the applicable data date, but in no instance shall be later than four (4) calendar days. Schedule updates shall be made to the previous accepted schedule. Schedule updates shall include updating actual as-built dates and reasonably recorded activity percent complete.

The Contractor shall minimize the number of changes and state in writing, within the update narrative, the reasons for any changes to Schedule or planned work. If in the opinion of the City any proposed changes in planned work will result in (1), (2), (3), or (4) stated in this paragraph, then the Contractor shall submit a "Time Impact Analysis" as described herein. The City may elect to allow the Contractor to include modifications such as adding or deleting activities or modifying activity descriptions, durations or logic without submitting a "Time Impact Analysis" as long as, in the sole opinion of the City, the modifications do not: (1) alter the Critical Path(s) or near critical path(s); or (2) extend the scheduled completion date or Milestone(s) compared to that shown on the current Working Schedule; or (3) disrupt the integrity or comparative relationship between the last accepted Working Schedule; or (4) consume unreasonable amount of Total Float. .

NAMING CONVENTION



The file naming convention shall be a four-character naming convention. The file and revision naming convention shall be as noted below.

(A) Preliminary Schedule

Preliminary Schedule(s) shall be assigned a four (4) alphanumeric file name and a revision number, starting with file name "PR00" and revision "Rev. 0". If the Department does not accept the schedule the Contractor shall resubmit the same file name, but the revision number shall incremented by one (1), e.g., "PR00", Rev. 1".

The first update to the Preliminary Schedule shall be assigned a four (4) alphanumeric file name and a revision number, starting with file name "PR01" and revision "Rev. 0". If the Department does not accept the schedule the Contractor shall resubmit the same file name, but the revision number shall incremented by one (1), e.g., "PR01", Rev. 1". If the Department accepts the update then the file name for the next submitted working schedule shall be incremented by one (1), e.g., "PR02" with the revision started back at "Rev. 0".

(B) Baseline Schedule

The Baseline Schedule shall be assigned a four (4) alphanumeric file name and a revision number, starting with file name "BL00" and revision will be the accepted Preliminary Schedule's name.

The first update to the Baseline shall be assigned a four (4) alphanumeric file name and a revision number, starting with file name "BL01" and revision "Rev. 0". If the Department does not accept the schedule the Contractor shall resubmit the same file name, but the revision number shall incremented by one (1), e.g., "BL01", Rev. 1". If the Department accepts the update then the file name for the next submitted working schedule shall be incremented by one (1), e.g., "BL02" with the revision started back at "Rev. 0".

(C) Impact Schedule

Impact Schedules are submitted via a Time Impact Analysis in accordance with "Time Impact Analysis" Section contained herein. Impact Schedules shall be assigned a four (4) alphanumeric file name, starting with file name "I001" and incremented by one (1) for every submitted Impact Schedule.

(D) Revision or Recovery Schedule

The first accepted Impact Schedule (new Working Schedule) shall be assigned a four (4) alphanumeric file name starting with file name "RE00", however, the revision shall indicate the accepted Impact Schedule's file name, e.g. file name "RE00" and revision "I001"

Subsequent updates shall have a file name incremented by one (1), with revision started back at "Rev.0" e.g., "RE01", "Rev.0". If the City does not accept the next update, the Contractor shall resubmit the same file name, but the revision number shall incremented by one (1), e.g., "RE01", Rev. 1". If the City accepts the update then the file name for the next



submitted working schedule shall be incremented by one (1), e.g., "RE02" with the revision started back at "Rev. 0".

ACCEPTANCE OF SCHEDULE

The City may request supporting data to verify accuracy of the schedule. The review of a portion of the Schedule, or an incomplete Schedule submittal will not indicate acceptance of the entire Schedule; the schedule ultimately accepted by City will be returned to the Contractor as "Accepted-As-Noted" or "No Exceptions Taken", with the file name and revision number referenced. Acceptance of the Schedules by City in no way justifies the schedules, but simply indicates concurrence in reasonableness and feasibility on the assumption that the Contractor shall make every effort required to meet Contract obligation. The City's review and acceptance of Schedules will not waive any Contract requirements and shall not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information. By review and acceptance of the Schedule City does not endorse or otherwise certify the validity or accuracy of any part of the Schedules. It is further understood that the acceptance of a Schedule shall not be considered an "approval". The responsibility for validity and accuracy of all Schedules is the sole responsibility of the Contractor.

(A) Preliminary and Baseline Schedules

The City will accept or return comments on submitted schedules within seven (14) calendar days after being received. Schedules that are not accepted shall be corrected by the Contractor within seven (7) calendar days after the City has returned comment. It is the Contractor responsibility to meet with the City as often as necessary to satisfy the City's comments within said seven (7) calendar days.

(B) Schedule Updates

The City will accept or return comments on submitted schedules within seven (7) calendar days after being received. Schedules that are not accepted shall be corrected by the Contractor within seven (7) calendar days. It is the Contractor responsibility to meet with the City as often as necessary to satisfy the City's comments within said seven (7) calendar days.

(C) Impact Schedules

The City will accept or return comments on submitted schedules within fourteen (14) calendar days after being received. Schedules that are not accepted shall be corrected by the Contractor within seven (7) calendar days. It is the Contractor responsibility to meet with the City as often as necessary to satisfy the City's comments within said seven (7) calendar days.

SCHEDULE RECOVERY



Unless otherwise directed in writing by the City, whenever the current working schedule indicates negative Total Float greater than five (5) percent of the remaining calendar days before a contractual obligate Milestone, but in no case greater than negative forty (40) working days, the Contractor shall submit, within seven (7) calendar days, a Time Impact Analysis (TIA) as described in "Time Impact Analysis" section herein; whereas the impact schedule shall recover the negative float regardless of fault of either party for past delays. The Contractor shall submit a written recovery statement describing the Contractor's opinion for the cause for the slippage and the proposed actions by the Contractor to recover. The requirement to recover negative float regardless of fault is not a directive by City to accelerate the Work but rather a directive to provide a proposal. If in the opinion of the Contractor, the fault is the result of a party other than the Contractor, then any cure involving acceleration, at a cost to City, shall be directed in writing from City prior to any execution of acceleration thereof.

SCHEDULE SUBMISSION

The Contractor shall include the following for each Schedule submittal:

(A) A narrative to include and discuss: (1) a bar chart of all Activities on the longest path, (2) a separate bar chart for each Critical Path, (3) a bar chart of all Near Critical Activities, (4) upcoming and pending coordination required with City, or utilities or other third parties, (5) potential problem areas, (6) description and reason for any changes made to the schedule and the affects the changes have on Milestones or Project Completion Date.

(B) Bar Charts shall contain the following information

1. Activity ID and Activity Description.
2. Original Duration.
3. Early Start, Late Start and Late Finish.
4. Total Float.
5. Predecessors and Successors.
6. Include a title block and a timeline on each page. As a minimum the title block shall include file name and revision; the timeline shall include start date, finish date, data date, and run date.

(C) One (1) CD-R (read only) containing a backup of the "Primavera Project Planner" (P3), in compressed format (PRX files).

TIME IMPACT ANALYSIS

Compensation for delay to either party will be assessed with reference to the critical path as it existed in the appropriately updated Working Schedule closest in time to the delay event. The Contractor shall submit a Time Impact Analysis (TIA) to determine the effect of any impact to include: work performed out of sequence, an unforeseeable event, any ordered or proposed change, or City's request. A Time Impact Analysis (TIA) shall include: 1) a statement that there is "No effect to the schedule" OR, 2) it shall include an Impact Schedule, any associated cost burden or savings, and a narrative report developed specifically to



demonstrate effects of deviations from the current working schedule with basis for entitlement and identification of the provisions of the Contract. The Contractor shall be responsible to determine the effect of an impact as contemporaneously as possible and shall not wait to analyze the effects of an impact; this may require estimates of the duration of the impact, and may include estimates or directives from the City.

The City may require that the logic for out of sequence work be fixed and the impacts analyzed via TIA. The Contractor shall submit a TIA within seven (7) calendar days of receiving a request for a TIA from the City, even if Contractor believes that there is no impact to the schedule. The City may accept the Impact Schedule as the new Working Schedule while parties negotiate associated cost burden or savings. All accepted Impact Schedules shall become the next Working Schedule and referenced in accordance with the "Naming Convention" section herein.

FLOAT SUPPRESSION / SEQUESTERED FLOAT

The Contractor shall not engage in float suppression manipulations which have the net effect of sequestering float time. Examples of manipulations and networking techniques disallowed under this provision includes, but not necessarily limited to:

- Logic relationships that provide no tangible or sequential value between unrelated activities.
- Logic relationships that demand completion of an activity that could otherwise continue beyond a successor's start or finish.
- Extended durations

Lags/Leads are subject to the consent of the City. The Contractor shall remove any Lags/Leads and replace with an activity identifying the Lag/Lead upon request of the City, regardless of prior acceptance on previous schedules

The Contractor acknowledges and agrees that mitigation for delays due to changes and differing site conditions will require that the Contractor revise preferential sequences which had the net effect of sequestering float. Use of float time disclosed or implied by use of alternate float suppression techniques shall be shared to the benefit of both City and the Contractor. It is expressly agreed and understood that the Contractor shall not be entitled to any compensation or damages on account of delays which could have been avoided by revising activity time or logic used to sequester float and will exclude the Contractor's right to recover any delay damages or compensation from City.

EARLY COMPLETION

Should the Contractor intend to, or completes the Work, or any portion thereof, earlier than any Contract Completion Dates (CCD), it is understood that Project benefits from the increase in shared Total Float. The Contractor agrees that all impacts to the completion date of the schedule shall only be based on impacts to the original CCD or a revised CCD executed by a change order, not the Planned Early Finish date of the Project Schedule. Any request to change contractual



dates shall be submitted in accordance with the “Time Impact Analysis” section contained herein. The City will have the sole discretion to accept such early completion plan by the Contractor.

USE OF FLOAT

The Contractor acknowledges that all float is a shared commodity available to the Project and is not for the exclusive benefit of any party; but is an expiring resource available to accommodate changes in the Work, however originated, or to mitigate the effect of events which may delay performance or completion of all or part of the Work within the Late Dates. Contract time extensions for Contract performance will be granted only to the extent that delays or disruptions to effected work paths exceed total float along those paths of the current Working schedule in effect at the time of delay or disruption. Delays and disruptions which cause the date of Work to exceed current Contract completion or Milestone date must be beyond control and without fault or negligence of the Contractor or any subcontractor at any tier. In the event that delays, or disruptions are an Excusable Delay and impact an already negative float path the Contractor will not receive a time extension, or compensation unless and until the activity with the highest negative float is driven even further negative and only to the extent that the activity with the highest negative float was not concurrent with other delays. If the activities with the lowest positive float, or highest negative float, are during a concurrent delay, then the compensable amount is the difference in the concurrent delay(s).

It is understood that identified contingencies, as described in the “Calendar and Identified Contingency” section, become available total float as time elapses and the contingency was not used.

CALENDARS AND IDENTIFIED CONTINGENCY

The duration of each activity shall include the necessary work days to complete the work defined by the activity; contingency shall not be built into the durations but shall be accounted for in accordance with “Identified Contingency and Calendars” section contained herein.

Each activity shall be assigned the appropriate calendar. The Project calendars shall indicate planned work and nonworking days. Each calendar, with the exception of the calendar utilized for tracking calendar days, shall include contingent non workdays. It is the responsibility of the Contractor to estimate the amount of weather and duration contingency. **The contractor shall include a minimum of fifteen (15) percent weather contingency for each major item of Work affected by weather.** The City reserves the right to accept or reject the estimated amount of contingency in accordance with “Acceptance of Schedule” section contained herein.

The Schedule shall utilize a minimum of the following calendars:

1. calendar to indicate calendar days (cure time, etc.).
2. calendar for work that can progress year-round.



3. calendar for each major item of Work affected by weather and/or seasonal limitations.

Additional calendars may be necessary; such as activities that may proceed past a specified date or temperature requirement, if specified precautions are taken (e.g. cold weather calendar).

The Contractor shall submit a statement indicating duration (in hours) of their normal work day as it relates to the work week, e.g., M-F (10 hrs.) and Sat (6 hrs.) for every calendar. Contingency will be the amount of indicated non workdays compared to this statement

NON-COMPLIANCE

The Contractor's refusal, failure or neglect to diligently pursue timely acceptance of any schedule, or TIA shall constitute reasonable evidence that the Contractor is not prosecuting the Work, or separable part, with the diligence that will insure its completion within the applicable Contract Time and shall constitute sufficient basis for the City to exercise options available in the "Non-Compliance" section contained herein.

The City may use one or a combination of the following. The City will use it's best judgment in determining which of the following option(s) will best facilitate compliance:

(A) **100 Percent Withholding**

The City may withhold an amount up to 100 percent of the estimated value of work performed.

(B) **Prepared Schedule**

City reserves the right to either prepare or assist the Contractor in the preparation of an acceptable As-Planned or As-Built Schedule and the Contractor shall reimburse City for all associated costs.

LEVEL OF DETAIL

Each Activity shall: (1) have a unique activity description and contain a verb, (2) be a duration of not more than twenty (20) working days nor less than 5 days, unless otherwise authorized by the City, (3) have at least one predecessor and one successor activity, except for Project start and finish respectively, and (4) Express activity durations in Days.

The level of detail described below is an expected minimum but can be improved upon or changed. Proposed modifications shall be submitted to the City for approval before implementation.

(A) "Working Schedule"



- NTP1& NTP2
- Mobilization
- Milestones
- Shop and working drawings preparation and submittal
- City review periods
- Utility notification and relocation, by utility.
- Substantial Completion
- Punch-List

(B) “Two Week Look-Ahead”

Bridges:

- Test piling.
- Test holes.
- Embankment for each abutment location.
- Fabrication and delivery of piling.
- Structural Steel fabrication and delivery, per structure.
- Pile installation, per bent, per structure.
- Drilled shaft installation, per pier, per structure.
- Pile caps, per bent, per structure.
- Footings, per pier, per structure.
- Columns, per pier, per structure.
- Caps, per pier, per structure.
- End bents, per structure.
- Beam or girder erection, per structure.
- Diaphragms.
- Deck placement, per structure.
- Parapets, per structure.
- Erection and removal of falsework and shoring

Roadway and Parking Lots:

- Traffic switches.
- Submission of job mix formula for asphalt pavement.
- Delivery schedule for items such as drainage pipe, guardrail, sign structures and signs, permanent lighting facilities, and permanent traffic signals.
- Internal access and haul roads (location and duration in-place).
- Clearing and grubbing by stationing and roadway.
- Excavation.
- Embankment placed for each roadway.
- Drainage – by run with structures for each roadway.
- Retaining walls per location.



- Subgrade for each roadway.
- Base for roadway.
- Curb, barrier wall and sidewalks for each roadway.
- Pavement (asphalt and/or concrete) for each roadway.
- Bridge approach slabs per location.
- Guardrail for each roadway.
- Slope pavement or riprap.
- Roadway lighting for each roadway.
- Signing for each sign structure location and for each roadway.
- Striping for each roadway.
- Traffic signals per location.
- Topsoil, sodding, seeding and mulching for each roadway.
- Landscaping.
- Finishing roadway and final cleanup.

Buildings:

- Test piling
- Fabrication and delivery of piling.
- Structural Steel or Precast Joists fabrication and delivery
- Procurement for Doors, Windows, MEP Equipment/ Fixtures, Elevators, Finishes, Kitchen Equipment, etc.
- Pile installation
- Pile caps
- Footings
- SOG
- Columns
- Elevated Slabs
- Windows and Doors
- Roof
- Facade
- MEP
- Finishes/ Specialties
- Double Gymnasium & Elevated Running Track & Fitness
- Final Testing and Commissioning
- Punch List
- TCO
- Final Completion



EXHIBIT E

KAUFMAN LYNN BID SUBMITTAL- RFP NO. 2025-27
DATED JANUARY 6TH, 2026



PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR DORAL CENTRAL PARK PARKING GARAGE & RECREATION AREA

RFP NO. 2025-27

JANUARY 6, 2026



**THE SAME TEAM THAT DELIVERED
DORAL CENTRAL PARK**



**PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR DORAL CENTRAL PARK PARKING GARAGE & RECREATION AREA
RFP NO. 2025-27**

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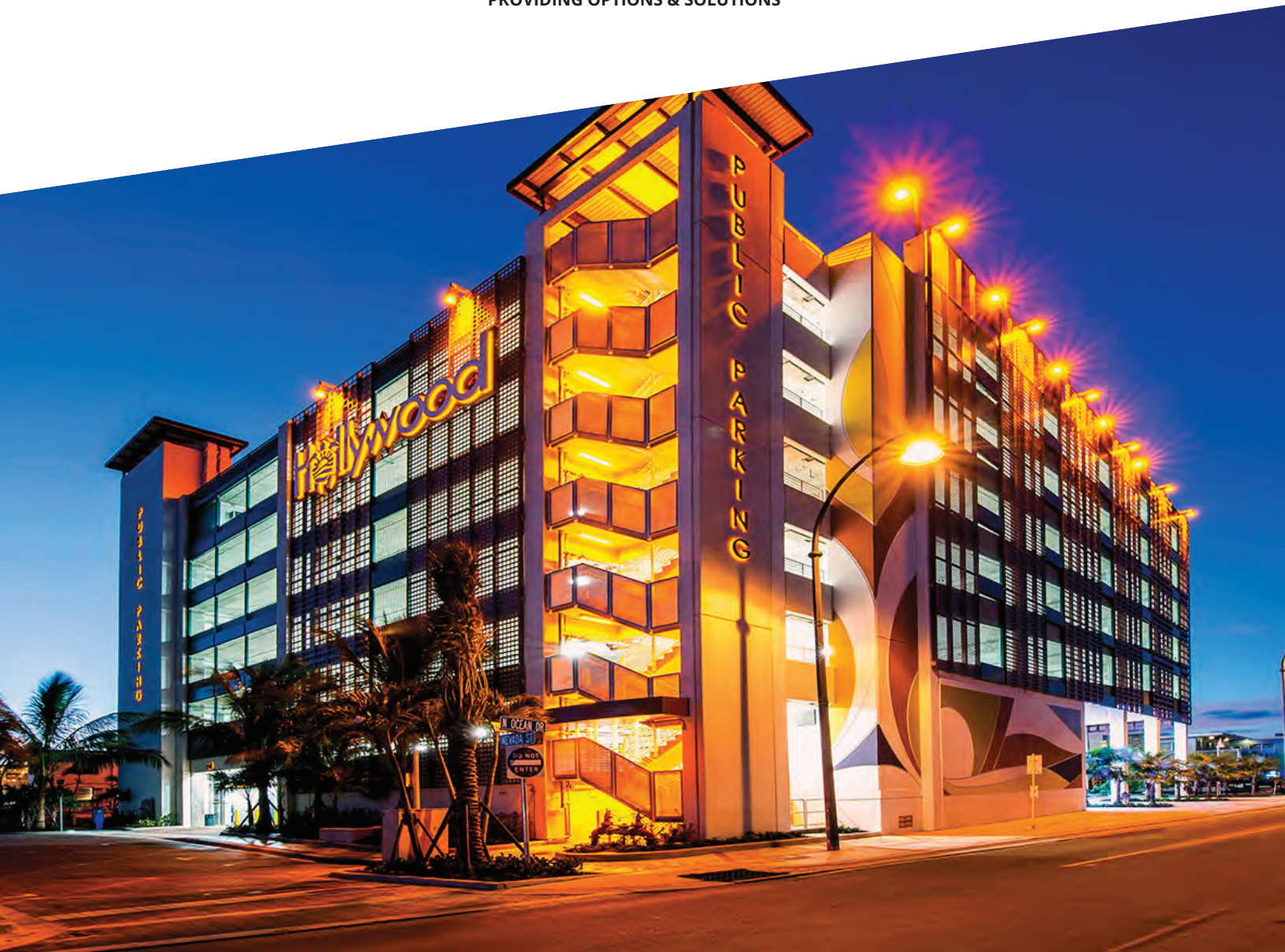
January 6, 2026

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 Business Entity Affidavit

 Certificate of Authority

 Bidder Qualification Statement

 Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes

 Affidavit Regarding Unauthorized Aliens Under 448.095, Florida Statutes

 Bidder Affirmation

 Proposal Certification

 Tie Bids Certification

 Conflict of Interest Disclosure

 Required Affidavit Regarding Use of Coercion for Labor and Services

 List of Proposed Subcontractors

 Performance Evaluation Survey

 No Contingency Affidavit

 Truth in Negotiations Certificate

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B

LETTER OF TRANSMITTAL



PROVIDING OPTIONS & SOLUTIONS





6303 Blue Lagoon Drive
Suite 400 | Miami, FL 33126
o 305.407.5333

www.kaufmanlynn.com

CGC 021732

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

January 6, 2026

Re: RFP No. 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

Dear Members of the Selection Committee,

Kaufman Lynn Construction (KL) is a full-service South Florida general contractor with a 36-year track record of successfully completed projects. We are confident we are the best choice to provide CM at Risk Services for the new Doral Central Park Parking Garage & Recreation Area for the following reasons.

A Proven Parking Garage Team

KL has completed 31 projects featuring parking garages and have 3 cutting-edge parking garages currently in preconstruction and in construction. We've assembled a team of our most experienced parking garage construction professionals to ensure the success and longevity of the your new Parking Garage and Recreation Area. Our proposed team includes an on-site team of experts that have completed advanced parking garages for the City of Boca Raton's Brightline Garage ownership, City of Coral Springs, City of Hollywood, FDOT, & JM Family Enterprises. Further, we are proposing the same on-site project team that has experience working together for you at this very project site!

We Know The City of Doral

Having recently completed the Doral Central Park project, our proposed team members are already deeply familiar with the area's traffic patterns, environmental concerns, the exact facilities and landscape of this jobsite. This means we can hit the ground running in preparing and executing a successful operation through preconstruction to final completion. We understand your specific expectations and overall vision for this new addition to Doral Central Park. KL is dedicated to achieving a project that supports the accessibility and growth of the park we were honored to build.

Active Campus Expertise

Since our founding in 1989, KL has built 559 active campus projects. We offer a proven methodology for coordinating such operations successfully, accomplished through constant client communication, a KL scheduler dedicated to your project, and our proposed on-site team of active campus construction professionals. Our team is already deeply familiar with this park's daily operations and know how to utilize the layout of the park to optimize our construction activities cleanly and safely, without disrupting park activities. Understanding this is a tight site with two entrances next to the future structure, we will work closely with the City to develop a plan that supports all Doral Central Park operations while optimizing the construction timeline.

We appreciate your thorough consideration of our team's capabilities and proven experience. We look forward to being a reliable, cost-effective and quality partner on this important project.

Sincerely,

Chris L. Long, President

ACKNOWLEDGMENT OF ADDENDA

Kaufman Lynn Construction acknowledges our examination of copies of all the Proposal Documents and the following Addenda (receipt of which is hereby acknowledged.)

Addendum No. 1, Dated December 1, 2025

Addendum No. 2, Dated December 2, 2025

Addendum No. 3, Dated December 3, 2025

Addendum No. 4, Dated December 8, 2025

Addendum No. 5, Dated December 16, 2025

4.1.1.

EXECUTIVE SUMMARY



PROVIDING OPTIONS & SOLUTIONS



TAB 4.1.1: EXECUTIVE SUMMARY



THE DYNAMIC EXPERIENCE TO ACHIEVE YOUR VISION

Kaufman Lynn Construction is the only LOCAL south Florida company with the unique advantage of having built the very park which the new parking garage and recreation area will soon enhance. Our mix of experience in each and every component of your project combined with our in-depth understanding of how your active project location operates means we can achieve above-and-beyond results for the City of Doral. KL is also currently building a similarly utilized project for the City of Miami Beach which features a parking garage with rooftop recreational components.

Through KL's experience building our award-winning CMAR municipal parking projects and other similar modern recreational facilities, we not only understand how to achieve the highest quality project possible for the City of Doral, but also how to do so efficiently. KL brings the ideal combination of project expertise through our experience building advanced parking garages and athletic courts, working collaboratively with design teams, and building FGBC/LEED Certified facilities. All of these components are key scope components that will directly benefit the City of Doral.



34
PARKING GARAGE PROJECTS



GOLDEN GLADES GARAGE



NEBRASKA ST. GARAGE



POMPAÑO PIER GARAGE



427
CMAR PROJECTS



DORAL CENTRAL PARK



BRIGHTLINE BOCA RATON



NAPLES 1ST AVE GARAGE



559
ACTIVE CAMPUS PROJECTS



FAU PARKING GARAGE III



WELLINGTON TOWN CNTR



JM FAMILY GARAGE



31
FGBC/LEED CERTIFIED PROJECTS



BLUESTEN PARK



ALOFT HOTEL & CONDO



KL DELRAY HEADQUARTERS

TRUSTED LOCATION EXPERTS TO DRIVE YOUR PROJECT FORWARD

Described by Mayor Christi Fraga as “the crown jewel” of the parks system, the 80-acre Doral Central Park stands as the most ambitious civic development in the City’s history. Envisioned as a state-of-the-art community recreational destination, the park continues to see increasing use for daily programming and large-scale events, driving the need for expanded parking to support access and long-term functionality.

UNDERSTANDING THE PARK, THE SITE, AND THE CITY

We know the City, the local nuances, and this type of facility. That familiarity allows us to focus less on learning processes and more on delivering results. Having recently completed Doral Central Park, our team brings firsthand knowledge of the jobsite, local jurisdictions, traffic patterns, daily park operations, and the City’s current approach to project delivery. We have proposed a team that is already familiar with these conditions and well positioned to efficiently integrate this new structure into an active and highly visible park environment.

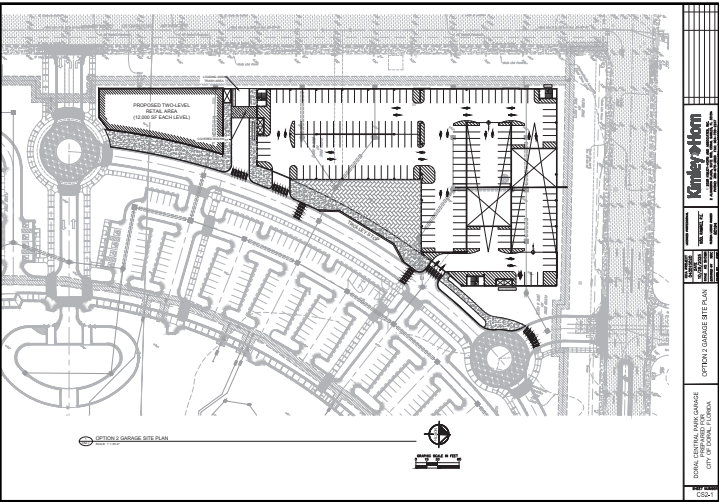
APPLYING EXPERIENCE TO DELIVER THE NEXT PHASE

That experience at this site allows us to work closely with the design team to address tight site constraints early and thoughtfully. By coordinating as one team with the architect, we will develop a construction approach that supports efficient sequencing, minimizes disruption to park operations, and integrates the parking garage and detached recreation, retail, and entertainment spaces within the established budget and the 18-month schedule.



From the outset, we will work with the City to establish a GMP that aligns with budget expectations while capturing the full scope of the City’s goals for the project. Our approach is deliberate and methodical to ensure the construction plan, budget, and schedule work together to support successful delivery for the City of Doral.

The Kaufman Lynn team is fully aligned with the City’s concept for the Parking Garage and Recreation Area and understands how to optimize access, circulation, and functionality within the existing park. This familiarity supports a smooth and efficient construction operation that respects ongoing park use while maintaining safety, schedule, and quality.



A TEAM THAT VALUES HOW THE WORK GETS DONE

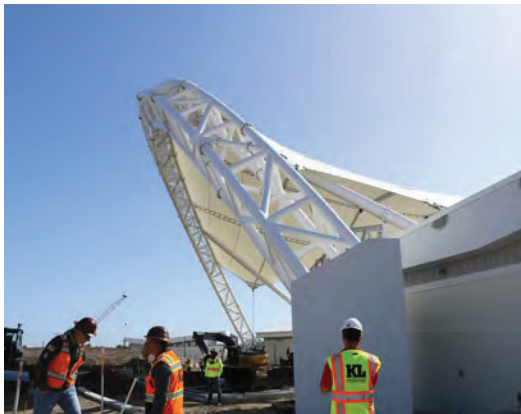
The City’s RFP emphasizes the importance of teamwork, communication, and responsiveness. These are areas where Kaufman Lynn places significant focus. Our team culture emphasizes preparation, shared ownership, and consistent communication—internally and with our partners. This culture played a meaningful role in the successful delivery of Doral Central Park and is reinforced through mentorship, regular coordination, and active leadership involvement.

Our proposed team combines experienced executive oversight with hands-on project leadership, providing continuity from preconstruction through closeout and clear points of accountability for the City.



STEWARDSHIP AND TRANSPARENCY

As Construction Manager at Risk, we recognize our responsibility to protect the City’s interests and steward public funds. Our open-book approach, detailed cost tracking, and thorough documentation practices are designed to support transparency while enabling timely decisions. These practices were critical to navigating Central Park through a challenging market environment and will remain central to our approach on this Project.



4.1.2.

BUSINESS ORGANIZATION AND HISTORY OF THE FIRM



PROVIDING OPTIONS & SOLUTIONS



CORPORATE STRUCTURE

Founded in South Florida in 1989, Kaufman Lynn Construction is built on a commitment to provide outstanding construction services for each and every client. In 2019, we transitioned to a 100% employee-owned company with the same corporate structure in place. Our skilled team of construction professionals have the expertise to build the Doral Central Park Parking Garage and Recreation Area project and we will work hard every day to show you that we are the right choice. We adhere to our company mission of exceeding expectations.

36
YEARS
LOCAL

Experience

We are a local construction company that has built high-quality buildings for 36 years, with a diverse portfolio of projects to reflect our expertise. Our entire management approach is focused on fulfilling the objectives of our clients. We can do this because we fully embrace the collaborative nature of the process.

220
TEAM
MEMBERS

People

Our culture attracts problem solvers, people who want to use their talent and expertise to make a difference for their clients rather than serve a corporate structure. All of KL's professionals adhere to our company values of Integrity, Ingenuity and Initiative in doing whatever it takes to get the job done right.

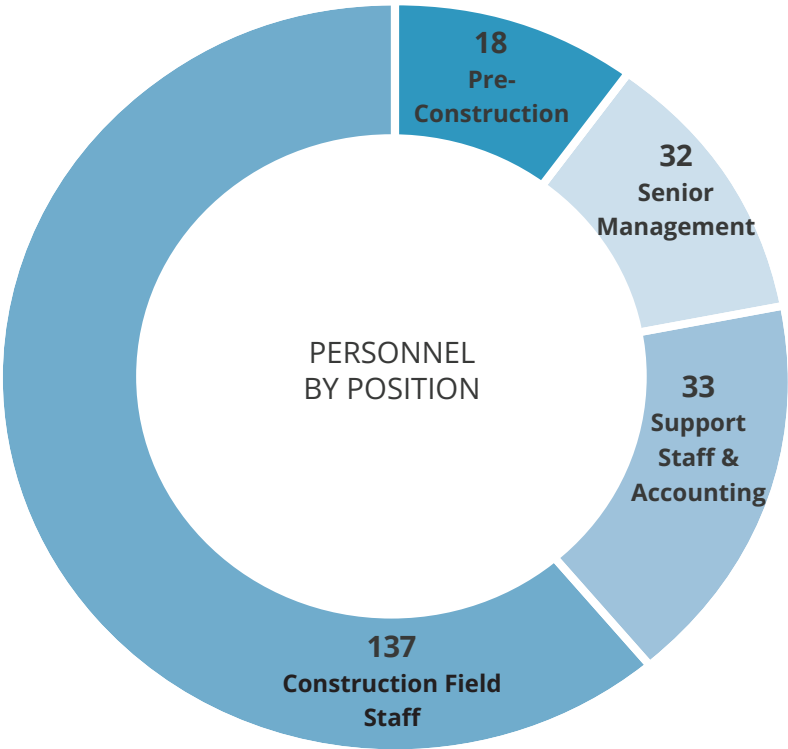
KL has built a reputation for quality, integrity and success on every project. Accurate pricing, dedication to job safety, effective scheduling, and community satisfaction are the core principles of our success. KL President Chris Long is involved in each project and is in constant, close communication with all senior staff members, in this case, Project Executive Hans Nelson.

Our Structure:
Kaufman Lynn Construction, Inc. is a Florida corporation, operating in South & West Florida.

Principals & Corporate Leadership:
CEO & Director - Michael I. Kaufman
President - Chris Long
COO - Garret Southern
CFO/Treasurer - Doug Simms
Vice President - Tim Bonczek
CLO/Corporate Secretary - Joshua Atlas
Director - Jack Evans

Miami Address:
6303 Blue Lagoon Drive
Suite 400
Miami, FL 33126

Corporate Address:
3185 South Congress Avenue
Delray Beach, FL 33445



4.1.2.1. ARBITRATION/LITIGATION PROCEEDINGS

QUALIFICATION STATEMENT AND DISCLOSURES

Kaufman Lynn Construction, Inc.’s commitment to resolving disputes before initiation of litigation has resulted in very few active disputes in Court or arbitration at any given time. No claims, hearings, or other legal proceedings are considered material by Kaufman Lynn Construction, Inc. including its Chief Legal Officer and Chief Financial Officer. There have not been, and there are currently no pending claims that might result in a loss of damages that would materially impact Kaufman Lynn Construction, Inc., or its principals, officers, directors, or shareholders. Below is a list of arbitrations, administrative hearings, and lawsuits involving Kaufman Lynn Construction, Inc. within the last ten (10) years arising from projects similar to the one proposed, including, public projects performed for public, municipal or governmental agencies or entities. For more information, please do not hesitate to contact Kaufman Lynn Construction, Inc.’s Chief Legal Officer, Joshua M. Atlas at 561.886.4311 or jatlas@KaufmanLynn.com.

TYPE OF CLAIM	DATE	PROJECT	CASE # / COUNTY STYLE	DESCRIPTION	STATUS
Payment	Dec.15,2023	City of Riviera Beach Fire Station 88	2023CA016691 Palm Beach County, FL K&M Electric Supply, Inc. v. Brown Electrical Solutions, LLC, Vincent Brown Jr., Rickena Brown, Kaufman Lynn Construction, Inc. & Hartford Fire Insurance Company	Suit filed by a material supplier for non-payment by a 1 st tier subcontractor after Kaufman Lynn Construction, Inc. previously paid the subcontractor.	Settled Apr. 2024
Personal Injury	Jun.16, 2022	City of Pompano Beach Parking Garage	CACE-22-008820 Broward County, FL Nicole Perry v. Kaufman Lynn Construction, Inc.	Claim for personal injury that allegedly occurred approximately six (6) years after completion of the municipal parking garage project.	Kaufman Lynn Dismissed Dec. 2024
Property Damage	Mar. 5, 2016	Ft. Lauderdale High School	CACE-16-002025 AAA Arbitration Broward County, FL K.D.G.,Inc. A Florida Corporation d/b/a Wildcat v. Berkley Regional Insurance Company, a Foreign Corporation, et. al.	Claim for reimbursement of repair costs resulting from damages caused by subcontractor.	Settled Oct. 2016

4.1.2.2. DISCLOSURE OF CONFLICTS

Kaufman Lynn Construction, Inc. has **ZERO** financial or legal conflicts of interest which may affect our performance of services with the City of Doral, The State of Florida, or the State of Louisiana.

4.1.2.3. REFERENCES

KL has spent decades building projects just like yours! We have built award-winning parking garage and recreational facilities, including the recent Brightline Boca Raton Station and Parking Garage project. Every project has been built on-time and in budget with a focus on achieving the client's complete vision. Please see select client quotes below, with reference and project information on the following page.

“ Kaufman Lynn demonstrated a focus on **partnership and communication** that not only occurred during construction but continued well after the construction was completed. ”

Alexander Hernandez
Chief Building Official
CITY OF CORAL SPRINGS



CORAL SPRINGS CITY HALL PARKING GARAGE

“ As the City's first municipal garage, this project sets the bar for future parking structures in Pompano Beach and everywhere else in South Florida. ”

Horacio Danovich
CIP Manager
CITY OF POMPANO BEACH



POMPANO BEACH PIER PARKING GARAGE

“ From the beginning, [KL's] dedication and expertise were evident. Their ability to navigate the intricacies of this project and successfully complete it within an ambitious timeframe is truly commendable. ”

Brian Kronberg
Vice President of Development
BRIGHTLINE



BRIGHTLINE BOCA RATON PARKING GARAGE

4.1.2.3. REFERENCES

OWNER REFERENCES WITHIN THE LAST 10 YEARS

Terrence Bailey
City of Riviera Beach
600 Blue Heron Blvd
Riviera Beach, FL 33404
561.845.4080

Riviera Beach Fire Station 87
Riviera Beach
Design-Build

Horacio Danovich
City of Pompano Beach
1190 NE 3rd Ave, Building C
Pompano Beach, FL 33060
954.786.7834

Pompano Beach Pier Parking
Garage
Pompano Beach
Design-Build

Moshe Anuar
City of Hollywood
1621 North 14th Avenue
Hollywood, FL 33022
954.924.2980

Hollywood Nebraska Street
Parking Garage
Hollywood
CMAR

DESIGN PROFESSIONAL REFERENCES WITHIN THE LAST 10 YEARS

Scott Bakos
Bermello Ajamil & Partners
901 SE 3rd Ave, Suite 203
Fort Lauderdale, FL 33316
954.627.5109

Doral Central Park
Doral
CMAR

Jess Sowards
Currie, Sowards, Aguila
Architects
134 NE 1st Ave
Delray Beach, FL 33444
561.276.4951

Pompano Beach Pier Parking
Garage
Pompano Beach
Design-Build

Rocky Kaller
Kaller Architecture
2417 Hollywood Blvd
Hollywood, FL 33020
954.920.5746

Nebraska Street Parking
Garage
Hollywood
CMAR



4.1.3.

SAFETY



PROVIDING OPTIONS & SOLUTIONS



TAB 4.1.3: SAFETY



A. SAFETY PROGRAM DESCRIPTION

SAFETY IS PARAMOUNT

No matter the size or the scope of a project, the degree of focus KL places on safety never waivers. **Kaufman Lynn is currently at the Diamond Level for the ABC STEP Safety Program, which is the highest level achievable.** We are also proud to be a part of the Health and Safety Alliance. We are not only concerned with the safety of our workers, but we also want to make sure that pedestrians and motorists around our job site have nothing to worry about. To that end, we develop detailed maintenance of traffic (MOT) plans, establishing safe, well signed passage for people outside the job site.



A SAFETY PLAN TAILORED TO YOUR PROJECT

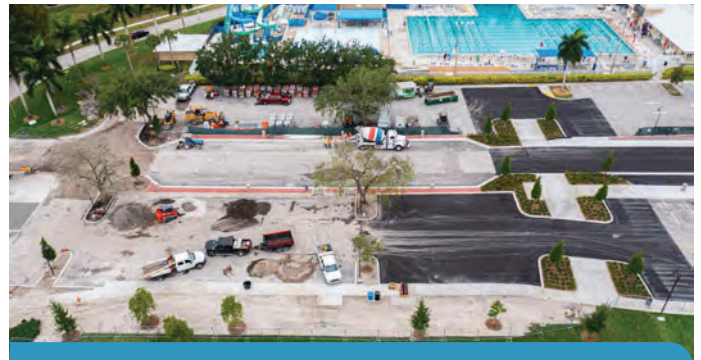
For the Doral Central Park Parking Garage and Recreation Area, our team recognizes two major points of focus to prepare for a safe and efficient construction operation, including:

Safe Construction Operations on a Tight Jobsite

This is an exceptionally tight site on a busy, active campus with close parking and a flow of entry traffic on either side of the site. The project team intends to use a portion of the 33rd Street park entrance as the main construction entrance while still permitting public access from 33rd in order to maintain park operations. In an effort to keep parking operations and the aquatics program running with minimal disruption, the project team intends to keep the Aquatics parking lot in service and focusing work in the existing overflow parking area where the new construction is occurring.

Pedestrian Safety

KL has built for highly active recreational, educational, and government campuses in South Florida and we understand YOUR DAILY ACTIVITIES are the priority and must always be the focus of your park. KL is committed to establishing discrete and secure access to the jobsite with park visitor and staff safety as our primary objective in preparing the site. Our project team's specific experience building on the Doral Central Park campus combined with KL's current and past experience building on tight active campuses means that we have the knowledge and ability to operate efficiently without impacting the surrounding park activity, flow of traffic, or pedestrian accessibility.



KL recently completed a safe and successful active recreational campus operation for the Wellington Town Center Phase II project, which involved intensive scheduling and coordinating with staff around the campus's events and fully operational facilities. Our team maintained pristine construction areas and provided clear and efficient routing for pedestrian vehicle and foot traffic to create a safe and non-disruptive experience.

1. SAFETY TEAM QUALIFICATIONS

KL’s Safety Director Winston Newman and our in-house safety department will work with the project team and conduct site visits to create and consistently enforce a fully customized safety plan that addresses the unique conditions of your job site.

SAFETY DIRECTOR - WINSTON NEWMAN



EDUCATION:
B.S. Economics,
University of Florida

Studied Occupational Safety
& Health,
Columbia Southern University

- REGISTRATIONS/CERTIFICATIONS:**
- Certified Safety Professional - Board of Safety Professionals
 - Associates in Risk Management - The Institutes
 - Construction Risk & Insurance Specialist
 - Construction Health & Safety Technician
 - OSHA Outreach Trainer (500 Hours)

Winston has 17 years of established hands-on experience in commercial and industrial safety operations with deep technical competency in a multitude of unique and complex construction projects. He has a track record of successfully managing multiple large-scale projects simultaneously through the entire life cycle of construction with a history of low incidence. Winston has extensive experience in risk/safety management, needs analysis, safety culture establishment, mentoring, and contractor insurance programs.

REGIONAL SAFETY MANAGER - SAM HENDERSON



EDUCATION:
A.S. Medical Assisting,
Brown Mackie College

- REGISTRATIONS/CERTIFICATIONS:**
- HIPPA Certified
 - First-Aid & CPR
 - OSHA 30 Hour
 - EPA Construction General Permit Site Inspector

With 33 years of experience in the construction industry, Sam has an unwavering commitment to creating safe, proactive job sites. He is recognized for his leadership in fostering a culture where every team member takes ownership of safety. He was named “Safety Manager of the Year at the 2025 AGC Florida East Coast Safety Awards.” Sam understands and upholds all adherences to established environmental safety and health guidelines on the jobsite team. It is his role to ensure the safety of the KL site crew and subcontractor workers while keeping the client’s best interest at hand.

SAFETY COORDINATOR - SHACAAN KEMP



EDUCATION:
A.S.,
Brown Mackie College

- REGISTRATIONS/CERTIFICATIONS:**
- Fall Protection Trained
 - OSHA 510 Hour, 500 Hour, 30 Hour
 - OSHA 7505 Accident Investigation
 - EPA Construction General Permit Site Inspector
 - National Safety Council First-Aid, CPR, and AED

Shacaan is a multifaceted and solutions-focused safety professional with strong management capabilities and 14 years of construction industry experience. Shacaan has a consistent track record of anticipating the results of new policies, initiating solutions, and ensuring that specifications and safety standards are met or exceeded. Accustomed to working under fast-paced, high-volume, time-sensitive conditions and interacting effectively with management, engineers, local officials, vendors and clients. Shacaan is an on-site safety inspector for projects that ensures their adherence to safety compliance and their compliance to the custom safety plan designed for your project.

2. Program Narrative & 4. Maintenance of Firm Safety Statistics

KL operates a proactive, prevention-driven Safety Program focused on eliminating incidents through planning, verification, and strong enforcement. Safety integration begins in preconstruction, where KL evaluates site logistics, utilities, crane operations, adjacent property exposures, and public protection. Every project receives a customized Site-Specific Safety Plan outlining emergency response, fall protection, traffic control, fire protection, standpipe progression, temporary lighting, & site security expectations.

KL's enforcement strategy uses a layered approach combining education, structured oversight, and corrective action. Daily pre-task planning, weekly toolbox talks, management safety walks, and unannounced safety inspections ensure hazards are identified early and resolved quickly. Violations are escalated through a formal corrective action process that may include documented notices, stand-downs, back-charges, worker removal, or subcontractor termination. Subcontractors must provide competent persons and, when required, dedicated non-working safety supervisors for high-risk trades such as shell, drywall, crane, and hoist operations.

KL's Safety Department is staffed by credentialed professionals trained in OSHA 1926, NFPA 241, NFPA 101, and high-risk construction operations. The corporate Safety Director oversees program development and compliance across all projects. Regional Project Safety Managers conduct audits, review high-risk operations, lead incident investigations, and coordinate emergency preparedness. Large or complex projects may receive full-time KL Safety Managers and require subcontractor safety personnel to ensure continuous monitoring of critical activities.

Integrated site security, including fencing, controlled access points, surveillance systems, tool/equipment protection, and public protection measures, is treated as an essential component of overall safety. Through disciplined planning, active oversight, and uncompromising enforcement, KL maintains a consistently high standard of site safety and operational control across all project types.



Safety as a Condition of Prequalification

Kaufman Lynn uses a third-party prequalification platform to determine the financial health and safety record of its subcontractors. Compass collects safety information from subcontractors and reviews the prior three years of EMR ratings and OSHA 300 logs, calculate TRIR and DART numbers, and issue a safety rating on a 0-5 scale. Any Subcontractors scoring less than 2.5 are flagged and further discussions are held to determine why the rating is low and what the Subcontractor is doing to improve their safety record.

3. Training and Safety Education

We Exceed Industry Standards for Superintendent Safety Training and OSHA Certification

We require our superintendents to receive advanced and on-going training certified to OSHA 30 (30 hours of training each year) requirements, well beyond OSHA 10 which is what most contractors require of their superintendents. This training includes fall protection training, trench and excavation training and host of related matters to keep our team up to date and certified in the latest, most innovative safety measures.

Dedicated to Subcontractor Safety Training

Training at KL extends to our subcontractor teams as well. Every worker has to go through a safety orientation before being allowed on site. Numbered hard hat stickers are given to each worker who has finished the safety orientation which gives superintendents a quick visual reference when inspecting the job site. KL teaches safety techniques to our subcontractors at the Weekly Tool Box meetings. We gather the teams on the job site each week, review their current and upcoming project issues and discuss the safety measures that must be employed on the job site.

We also hold monthly project safety stand downs to train the project team, raise awareness, and reward good practices. We like to catch workers in the act of using proper safety protocols and reward them in front of the entire team.

B. SAFETY RECORD

1. Man Hours Worked

456,553

2. EMR Rate and OSHA Recordable Rates

Our Preliminary EMR rating for 2026 is 0.68 and our recordable OSHA rates is 0.43 for 2024.

3. OSHA Violations, Actions Taken to Correct, and Lessons Learned

Kaufman Lynn Construction, Inc. has not been cited by OSHA with any violations for its operations in Florida. Kaufman Lynn Construction, Inc. maintains a professional in-house safety department to ensure strict compliance with all applicable safety laws, rules, and regulations.

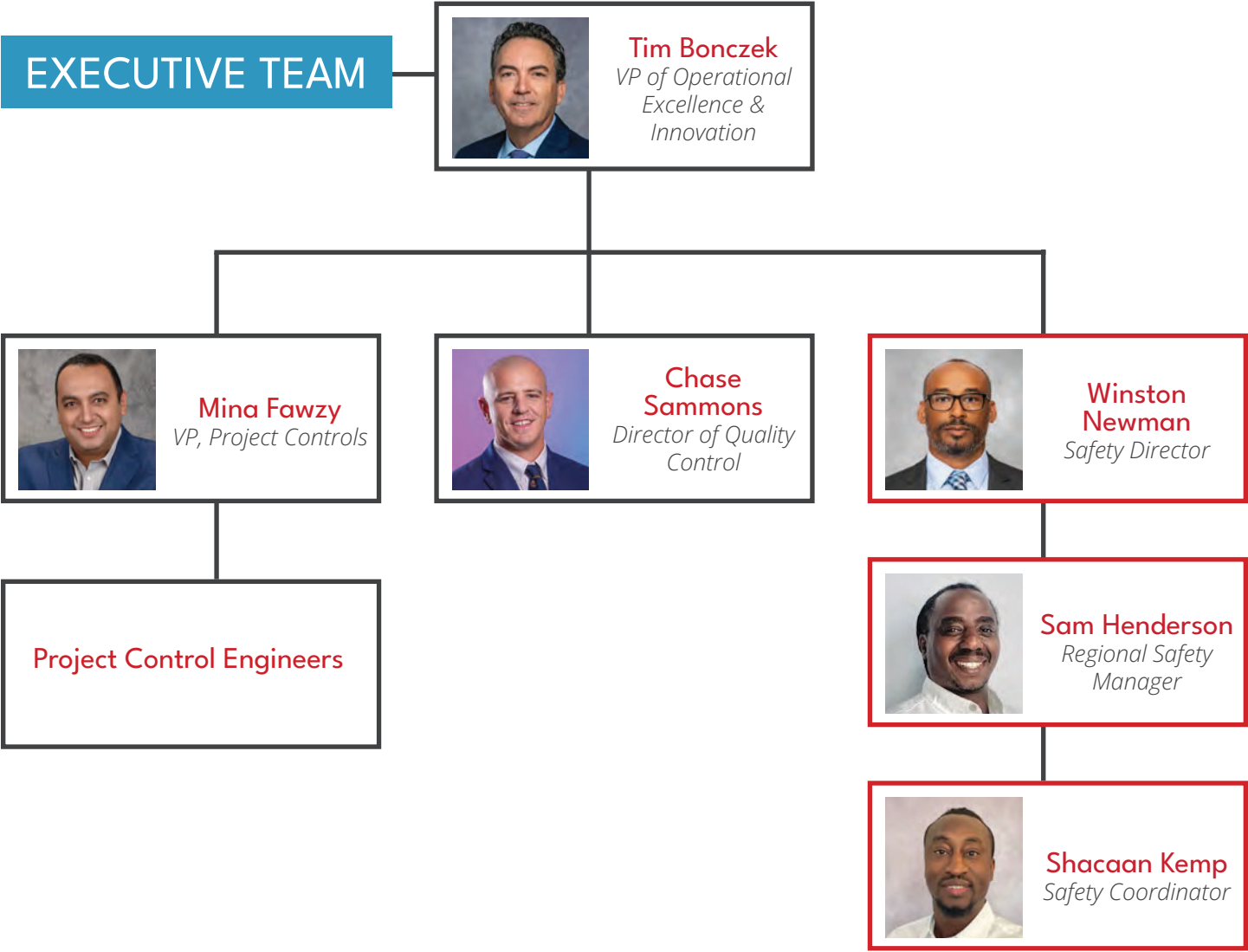


“ Safety is the number one priority for Brightline and it was for KL as well. Construction is always challenging but add in work next to an active railroad and that challenge is multiplied. Daily job briefings and the “see something, say something” mentality allowed us to safely execute the project. Their robust safety protocols, comprehensive training programs, and diligent adherence to industry best practices created a secure work environment for all personnel involved. They consistently prioritized safety without compromising project timelines or quality, instilling confidence in their ability to deliver outstanding results while safeguarding the well-being of all team members. ”

Brian Kronberg, Vice President of Development
BRIGHTLINE

4. Safety Officers Organization Chart

The team members highlighted in RED represent our team of safety officers in their Corporate reporting group.



4.1.4.

MANAGEMENT APPROACH & SERVICES



PROVIDING OPTIONS & SOLUTIONS



B. PRE-CONSTRUCTION & CONSTRUCTION SERVICES

1. SCHEDULING AND SCHEDULING MANAGEMENT

Accurate and Meaningful Schedules Established Early to Guide the Project

Once selected, the project team prepares a preliminary schedule. The schedule includes durations for permitting, material procurement, submittals and fabrication, in addition to the construction activities and commissioning periods. Each area of the project is separated to allow clear visibility of the flow and sequence of work required for that part of the project. Our scheduling software, Primavera P6, interfaces with our project management software, Procore, which means that many reporting issues monitored by Procore are automatically updated when changes to the schedule occur.

Our subcontractors submit their evolving schedules throughout the course of preconstruction to ensure every activity is properly accounted for in our final comprehensive plan. Before construction begins, our subcontractors and suppliers are required to submit their final sequencing, durations and level of detail schedule. The final construction schedule is then incorporated into each subcontractor's contract as a measure to ensure their adherence to the master schedule.

Scheduling Continuity from Preconstruction through Construction

The Scheduler dedicated to this project is responsible for the schedule throughout the project life cycle. During construction, the Project Executive, Project Manager, and Superintendent review the schedule weekly, daily if needed. Then, at the weekly subcontractor meeting, the Scheduler creates a two-week look-ahead schedule which is distributed to all appropriate subcontractors and suppliers.



Creative Schedule Optimization: Golden Glades Intermodal Parking Garage

In most construction projects the basic sequence is laying underground utilities, pouring the foundation/slab on grade and then starting vertical construction. However, since this project included a 170,000 SF per level precast garage, we were able to compress the schedule by sequencing the construction so that multiple activities were progressing simultaneously. Precast elements were erected from east to west. While precast erection occurred on the eastern half of the garage; utilities, drainage, and MEP underground were being installed on the western portion. Once the precast elements were 50% erected and safely welded-out, the underground and trade work moved to the eastern portion of the building while erection continued with the western portion. Working hand-in-hand with the precast erector, access to all upper levels of the garage were permitted for MEP trades (in specific zones only) for rough in. This process continued, moving east to west, until erection was complete and all areas of the garage turned over to all trades. Additionally, precast erection on the western portion of the garage was focused on the northern quadrant. This was done in an effort to advance the construction of the main electrical and mechanical rooms. Overall, this specific sequencing and logic provided an overall reduction to the project schedule.

Even the Smallest Details are Tracked on our Schedules

We include every possible item in the schedule, down to when we put the handles on the doors, to make sure we synchronize all aspects of work and every material delivery. We give special attention to items on the "critical path" which are areas that must be done within a particular time in order to bring a project in on time or early.

While other areas of work can be altered more easily, these areas of work, such as the building shell construction and interior framing and drywall, must be put in place in order to have the next step of the project take place.

To ensure an accurate scheduling process for all shop drawings and submittals, we create a comprehensive procurement schedule as a primary section to our overall CPM schedule. Each submittal and scheduling activity is clearly identified with early start, late start, early finish and late finish dates and then made part of the critical path of the project. This section of our critical path schedule is monitored daily and updated weekly at a minimum. Then it is distributed to our project subcontractors and suppliers.

Prior to commencement of construction, we create a comprehensive shop drawing/submittal log with our project management software, Procore. This log is updated daily and reviewed at all weekly subcontractor and owner meetings. The status section of this log alerts all parties responsible for the next step in the submittal/shop drawing process and provides them with a deadline that is derived directly from the critical path schedule.

2. COST TRACKING AND CONTROL

Accurate Tracking Eliminates Surprises

Accurate cost control for construction projects can be summed up in one key word, “continuity.” Continuity requires effectively communicating how the estimate was developed to the people who are responsible for the development of job cost reporting. This is accomplished through open lines of communication and established accurate and highly detailed cost coding that both the project manager and superintendent understand and implement. The project manager and superintendent are responsible for accurately cost coding all invoices and subcontractor requisitions. Through Sage Intacct Accounting software, our accounting department then inputs this information along with project payroll and incidentals to create the Job Cost Report and Job Transaction Report. These reports are published on a weekly basis for review by the project executive, project manager and superintendent.

Change Order Avoidance & Negotiation

As we’ve done for the Doral Central Park project, the KL project team will establish a schedule for weekly Change Order & Contingency early on in the project to encourage transparency between project team and ownership. This involves the construction team, design team, and ownership and not only reviews change orders but any potential cost impacts to the project in order to address early to circumvent a cost. The goal is to be as transparent with ownership as possible.

KL’s proven, proactive approach to preconstruction, including the detailed scopes released to subcontractors and thorough analysis of bids, is the primary reason why we have an exceptionally low amount of contractor initiated change orders.

For us, change order review is not just pricing up a change but reviewing alternatives to help find the best options. We become a client advocate in coming up with best value solutions. You can rest assured that before we submit any change order request, we have fully vetted both the issue causing the need for a change and the best option for addressing the issue.

In the case of owner initiated change orders we conduct a full constructability review and then offer viable options and alternatives to reduce or even eliminate cost and schedule impacts of the requested changes.

3. PROJECT BUDGET ESTIMATING AND DETAILED CONSTRUCTION COST ESTIMATING

Developing a Budget and Stretching the Value of Each Dollar

KL typically provide a first budget/estimate based on schematic plans and early specifications. Some critical subcontractor input and a complete quantitative analysis with graphical take-off is included at this point.

We also perform a gap analysis to assure as best possible that no “holes” or “overlaps” are evident in the estimated amount. Based on overall cost at this point, we introduce Value Management options to assure the target budget is not exceeded.

Options Analysis

We do not just provide accurate and reliable cost data for specified items, but we proactively provide alternative approaches or “menu’s” for different aspects of construction installations and means and methods.

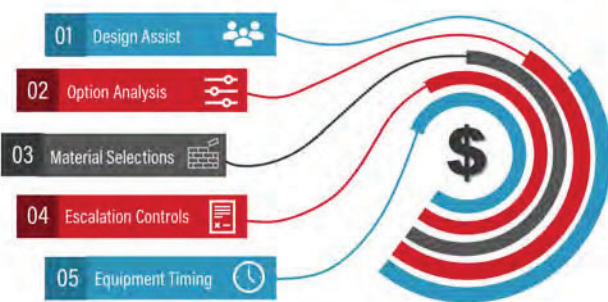
These options analyses can bring significant cost and time savings to the project while maintaining the high level of function and quality envisioned. We identify alternatives for systems, materials, equipment and their associated cost and time for evaluation and decision by the team. This on-going design menu log remains in place for discussion until the team agrees to discard or implement an item. Before final construction document pricing, the project team reviews the “Options Log” to assure that no good idea has been lost in the design process.

Constructibility Analysis

We provide a constructibility analysis during the design-development stage, working with the design professionals to identify any construction inconsistencies, dissimilar materials issues, installation sequencing voids, and options for systems and materials going into the final design.

Through this operations led process, we analyze critical building components including roofing materials, mechanical systems, building envelope integrity, finishes, etc. After review, we provide the City a comprehensive listing of discovery, with alternative solutions that incorporate the most cost-effective approach for every area.

5 STEP PROCESS FOR CONTROLLING COSTS



4. PROJECT DOCUMENTATION AND REPORTING

KL uses Procore, an on-demand construction software platform designed to facilitate

document management & team communication. By hosting documents online, they are available to all team members. **Owners have 24/7 access to contract documents, change orders, RFI's, meeting minutes, schedules and progress photos.** All team members can access the information in real time (24/7) on their tablets, phones or computers to keep everyone up to date on progress. RFI's are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.

However, we understand that not all interested parties in a construction project are part of the project team. Which is why we provide a weekly project “snapshot” to the client and design team. On a single page, we summarize accomplishments of the current week and provide a look-ahead for the next week. This provides an easy way for our client's to keep their associates informed and engaged.

KL also organizes monthly photo and video documentation to capture project evolution. We coordinate drone fly-overs and fly-throughs of the jobsite each month, uploading the photos and footage to Procore for team and client access. Understanding that the City of Doral is engaged with the community on social media platforms, our jobsite team will assist with any coordination between the City's communication team and our drone company partner if the City desires any footage for public facing communication.

We prepare a project manual which provides a comprehensive summary of the project in terms of team organization, project goals for schedule and budget, and project approach with clear delineations of the responsibilities of individual team members. The project manual also contains **information about agreed upon processes and procedures, including the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders as well as other communication & coordination between the team.**

TAB 4.1.4: MANAGEMENT APPROACH AND SERVICES



Doral Central Park
October 23rd, 2024 Update

KL KAUFMAN LYNN CONSTRUCTION

News for this week:

- Ochsleimann continue laying layers throughout the REC Center & Aquatics center areas towards the Lake. And have been laying from along 12th Ave going North towards, NW 33rd Street.
- Central Civil continue installation of the Tree grates along the Promenade walk. Continue working on the Turn Lane entrance along 32nd Ave, Grading the 32nd St entrance, and grading the roundabouts, signage work, and glass.
- LTS continue perimeter fence installation on the west side of the project.
- Ochsleimann is continuing good progress on irrigation throughout the phase, as well as installing sod and trees in prepared green areas.
- Sport Surfaces started the Tennis courts surfacing.
- **PH 2 & 3 Punched/PH 4 Tennis & Basketball Courts:**
 - Ochsleimann, Central Civil, and GWS continue addressing all punch list items.
 - Sport Surfaces continue the rest of the installation of the Tennis courts & Basketball courts.
- **REC Center:**
 - C Davis continue testing the overhead Rough-in level 1 & 2 Fire Alarm and trimming out all devices and lights.
 - Caballero Plumbing continue QA/QC at the REC Center on level 1 and 2.
 - Alpha cladding continue QA/QC of entire REC Center.
 - Account Callings will continue installation of ceiling tiles at Level 1 of the REC Center.
 - Steel Fabricators finalizing installation of exterior stainless-steel metal handrails, doing QA/QC of entire REC Center.
 - SSE continue installation of the Gym Flooring.
 - McDermott is continuing installation of the Flooring (Luxury Tile & Porcelain Tile) on Level 1.
 - SSE is finalizing install of the Mondo Flooring on the second floor of the REC Center.
- **Aquatics Center/Pool/Outbuilding 1/Maintenance Building**
 - RDC is currently installing tile in the leisure pool, preparing to start work at the competition pool when concrete is complete.
 - McDermott is wrapping up all remaining tile work throughout the aquatics center.
 - Atlantic interior continuing stucco punchout at all Aquatics buildings and completing drywall installation, installing at the Support Building.
 - Caballero Plumbing continue installing the fixtures at the Grandstand Building. And connecting Rainwater Leaders at the Support Building.
 - Southeast Mechanical is finalizing insulation of ductwork at the grandstand building. Continue installing the Shower Future stainless steel covers.
 - SCC continues painting the Grandstand canopy, conduits, storage room, and other exterior sections.
 - Lotsepich is finalizing installation of door hardware at all Aquatics buildings.
 - Bay to Bay has begun the flooring in the grandstand building.
 - Punch list items are being completed at the maintenance building.

Activities Next Week:

- Ochsleimann continue laying layers throughout the REC Center & Aquatics center areas towards the Lake. And have been laying from along 12th Ave going North towards, NW 33rd Street. Will continue with irrigation throughout the phase, as well as installing sod and trees in prepared green areas.
- Central Civil continue installation of the Tree grates along the Promenade walk. Continue working on the Turn Lane entrance along 32nd Ave, Grading the 32nd St entrance, and grading the roundabouts, signage work, and glass.
- LTS will continue perimeter fence installation on the west side of the project.
- **PH 2 & 3 Punched/PH 4 Tennis & Basketball Courts:**
 - Ochsleimann, Central Civil, and GWS will continue addressing all punch list items.
 - Sport Surfaces continue the rest of the installation of the Tennis courts & Basketball courts.
- **REC Center:**
 - C Davis will continue testing the overhead Rough-in level 1 & 2 Fire Alarm.
 - Caballero Plumbing will continue QA/QC at the REC Center on level 1 and 2.
 - Alphacladding will continue QA/QC of entire REC Center.
 - Account Callings will continue installation of ceiling tiles at Level 1 of the REC Center.
 - Steel Fabricators will finish installation of exterior stainless-steel metal handrails, doing QA/QC of entire REC Center.
 - Banded Lighting will continue installation of Lighting Protection at the REC Center.
 - McDermott will continue installation of the Flooring (Luxury Tile & Porcelain Tile) on Level 2.
 - SSE will continue installing Mondo Flooring on the second floor of the REC Center and continue installation of the Gym Flooring.
- **Aquatics Center/Pool/Outbuilding 1/Maintenance Building:**
 - C Davis will continue rough-in's and trim-out at all the Aquatics buildings.
 - RDC will continue installing Trench drain around the competition and training pool. Continue installing coping at the leisure pool.
 - McDermott will continue installing Wall Tile at the Grandstand Building.
 - Atlantic Interior will continue stucco punchout at all Aquatics buildings. Continue taping in the support building. Will continue installing drywall at the grandstand Building and Support Building.
 - Caballero Plumbing will continue installing the fixtures at the lower Indoor Building. And connecting Rainwater Leaders at the Support Building.
 - Southeast Mechanical will finish insulation of ductwork at the grandstand building. And are installing the Shower Future stainless steel covers.
 - SCC will continue interior of Outbuilding E, and Support Building will continue exterior of the Grandstand.
 - Triple M Roofing will complete the gutter install at the Grandstand building.
 - Lotsepich will finish installation of door hardware at all Aquatics Buildings.
 - Low voltage vendors will continue pulling wire at the Aquatics Buildings.
 - Advanced Roof-works will continue the network install at the Convention stand of the Support building.
 - Bay-to-Bay will begin epoxy flooring at the Grandstand building and will complete the epoxy floors at the support building.
 - Miller will finish the install of all the canopies at the Aquatics Buildings.

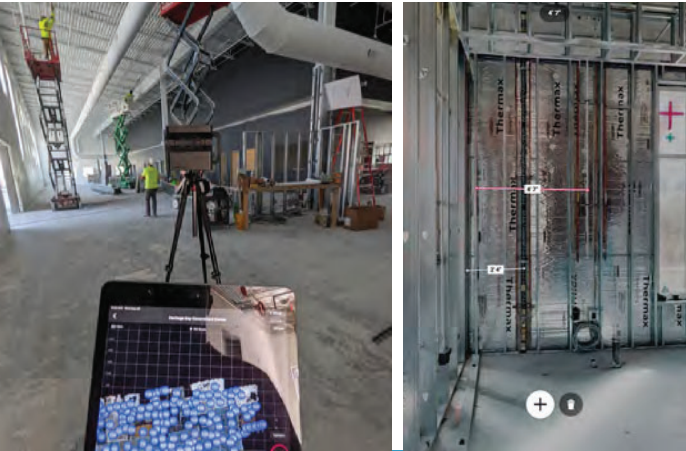
Doral Central Park
October 23rd, 2024 Update

KL KAUFMAN LYNN CONSTRUCTION

Sneak Peak at Construction

A weekly "snapshot" of the project makes it easy for clients to keep their constituents informed and engaged.

asset data, operation manuals, list Information, various PDFs, pictures, videos and external websites and much more. More importantly, this solution does not require any high end computers and expensive software. All information can be accessed from the owner's mobile phone, ipad or standard laptop.



KL's Interactive Construction Documentation not only captures the final product but also the facility mid construction, allowing your team to access useful data in a matter of minutes. From the interactive model, you are able to easily open the model and take measurements from any one point to another, which aids in maintenance and future renovations or remodels.

For example, as you can see from the image, should you need to identify a pipe location behind the drywall, our tool allows you to determine where the pipes are located at a 99.9% accuracy. The 2 measurements in the image took a total of 90 seconds to create and get the needed information, cutting out hours of time that would typically be needed to acquire such information, if that information is even available years after a building is completed.

This Interactive Construction Documentation is cloud based and can be accessed by any computer, tablet or phone with access eliminating the need for specialized equipment for you. BIM is a key tool that KL uses for design and construction, but the Interactive Construction Documentation is a better tool that we utilize to enhance your ability to maintain and enhance your facilities after they are built.

To solve this, we've developed an innovative solution that we call "Interactive Documentation" which enables owners to visually interact in 3D with their facilities, allowing our clients the capability to quickly locate information that is important to their facilities team.

An owner can easily tag the 3D model of laser scans to store punch lists, contact information,

5. DESIGN REVIEW APPROACHES

Kaufman Lynn Construction excels in the collaborative nature of the CM at Risk delivery method and embraces a design assist philosophy. As we have done before for the City of Doral, we will coordinate with your design team to fulfill the City's objectives within the established budget and on schedule. To accomplish this, we will draw on our extensive expertise with similar municipal and recreational projects, including parking garages, our work on Doral Central Park, pickleball court projects and government admin buildings. For each of these projects and many others, we have partnered with the project owner, design team and key subcontractors to develop complete and sustainable budgets.

The deep understanding we already have with your project location's landscape sets Kaufman Lynn apart. It is the base we will use to build on while also focusing on the City's unique goals for this specific project. That's why step one for KL will be to discuss your objectives and specific use case with the City and design team. We will provide the City of Doral with price and performance (first and long-term cost) for all desired components so you can make the best decision in order for the Parking Garage and Recreation Area to work for you from day one and decades to come.

Incorporating "Hands-On" Experience

Our effort throughout the development of a project is as a design assist partner to the project team. We lend support to the design team through our "hands on" knowledge of constructibility, pricing accuracy, market conditions, life cycle cost analysis, technical material and systems validation, energy efficiency vs. first cost analysis, schedule expertise, subcontractors and vendor selection, long lead and critical equipment procurement, LEED recommendations, and code experience, to name a few. We also act as the conduit of communication to all team partners during the life of the design process, because clear, concise and continual discussion and documentation is a key component to the success of the design stage.

For example, KL's proposed team has had direct experience serving as a coordinator between the City of Doral and a design team through their experience building Doral Central Park. Our team understands the critical importance of incorporating all of the City's desired features into the original plans and identifying the ideal manufacturers to safeguard the project's budget and schedule and avoid revisions to the drawings.



The Doral Central Park project team invested in proactive design coordination to prevent installation conflicts—particularly in a facility as architecturally exposed as the Community Center. Their weekly standing BIM coordination meetings and other efforts successfully minimized rework and change orders, and ensured that construction could move efficiently without compromising the building's architectural intent.

Providing Support in the Preconstruction Phase

KL has a superior reputation for completing projects on time and on budget, often when other contractors can't or won't. We work with the design professionals to identify alternatives for the systems and materials going into the final design. By considering these "Cost Savings Alternatives" during the course of design, we incorporate the most cost effective means, methods, systems and materials for every area where there are alternatives to be considered. Our competitive hard bidding record provides us with knowledge of current trends and prices. Consequently our preliminary budget is produced quickly and with extreme accuracy.

6. CONSTRUCTION COORDINATION AND MANAGEMENT

Construction is a collaborative activity, pooling the knowledge and experience of many people. After an initial kick-off meeting, we suggest weekly meetings with the entire team for complete and accurate exchanges of information and maximum accountability.

As previously described, KL uses Procore, an on-demand construction software platform designed to facilitate document management and team communication. By hosting documents online, they are available to all team members.

Owners have 24/7 access to contract documents, change orders, RFI's, meeting minutes, schedules and progress photos. All team members can access the information in real time (24/7) on their tablets, phones or computers to keep everyone up to date on progress. RFI's are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.

Coordination of Trades

We are adept at sequencing work and masters at holding our contractors to their agreed upon schedule. Because of our reputation and longevity in the South Florida market, we attract the best subcontractors who have a history of integrity, loyalty and quality (along with competitive prices). Before construction begins, our subcontractors and suppliers are required to submit their final sequencing, durations and level of detail schedule. The final construction schedule is then incorporated into each subcontractor's contract. During construction, the Superintendent and the Project Executive review the schedule weekly. The superintendent conducts daily morning "stand-up meetings" with the foremen to ensure daily goals are understood and tracked. Then, at the weekly subcontractor meeting, the project team creates a 2-week look-ahead schedule and distributes it to all appropriate subcontractors and suppliers.

7. PRE-CON AND CONSTRUCTION QUALITY ASSURANCE AND CONTROL PLAN

Over the course of hundreds of successfully completed projects, we have developed a clearly defined base-line level for quality – both in how we approach and manage the project and the final product.

A Balanced Approach of Process and Personal responsibility to Achieve Outstanding Results

While established processes create the framework for our interactions, project managers and superintendents have the authority to make decisions in the field to address the myriad of variables that make up a construction project. The senior management team is actively involved in every project and maintains direct communication that expedites critical decisions, making us more responsive to your needs. We have invested heavily in the industry's top talent, ensuring the successful completion of virtually every type and size of project.

Additionally, we implement innovative control procedures such as Building Better Buildings, our industry leading building envelope quality control system that keeps buildings water tight. The high level of enthusiasm that permeates our team translates into a willingness to go the extra mile for clients and respond with creativity and initiative to the challenges of each unique project. We understand that a building is not simply a short term investment, but one which is designed to last decades. The City of Doral is paying for and entitled to a state-of-the-art parking garage and recreation area that is built with care and meet the goals of the entire project delivery team. Our proactive approach to quality and coordination assures that we consistently meet these goals.

Prequalification of Trade Contractors

We only solicit subcontractor and material bids from pre-qualified vendors, reviewing not only

their financial stability but also their experience, safety record, size and type of work they perform.

Our base-line level of quality has been defined and developed from hundreds of successfully completed projects. Our staff is well versed on the Kaufman Lynn Construction standards and clearly communicates our expectations to the subcontractors prior to construction. Our standards are well known to our subcontractors as many have been providing services for Kaufman Lynn Construction for more than 30 years.

Intense Oversight of Submittals to Support the Design Team

We review all systems as they relate to paint, exterior finishes, windows, roofing, waterproofing and caulking BEGINNING in the design and budgeting process. We begin our process by meeting with the City and the entire design team to ensure all systems are compatible. We then work with our preconstruction staff to review submittals with a checklist of what must be included such as: manufacturer product data, details and installation instruction, preparations procedures, qualifications of installers, shop drawings with sequencing for installation, notice of acceptance (if necessary), wind calculations, special requirements and a sample copy of the warranty. We then review all submittals to make sure that proper waterproofing components, materials and installation processes are being submitted in compliance with the contract documents.

We review the construction details, products and systems prior to bidding and providing the Guaranteed Maximum Price to an owner. The benefit is that when we get to the GMP we are clear that the systems on the construction plans are compatible with one another and in conformance with all the current building codes required for the project.

Nothing Replaces “In-Hand” Inspections & Regular Communication by our Superintendents

During construction, we ensure quality through our daily quality inspections along with weekly

jobsite meetings. Every day our superintendents walk miles checking on quality regardless of the size of the building footprint. Our superintendents use tablets in the field that are continually updated with the most recent plans noting any new changes. Checking subcontractors work against the plans any concerns can be shown to the foremen in a simple, up-to-date format. Any issues that need to be reviewed by the design team, are photographed and sent to the entire team for review and response. This immediate reaction prevents a budding problem from taking root or allows us to discover it quickly to find a remedy without impacting the schedule. This process is in addition to our weekly onsite meetings that include subcontractors, owners and design professionals where we walk the jobsite to allow all parties to inspect current work and any question of quality is addressed.

Highly Capable Superintendents Supplemented with Continued Training

Kaufman Lynn Construction constantly strives to improve our quality and performance through continuing education seminars, self-analysis and in-house training for our professionals. We optimize design and construction techniques, which consistently produce projects that exceed our clients' expectations.

Quality Control Reviews

As part of our “Building Better Buildings” Program, KL’s in-house Director of Quality Control, Chase Sammons, attends jobsite meetings and is a part of all pre-installation meetings for major building components. Additional independent quality control consultants are involved as needed depending on the project’s specialized components. As one team, they review installation procedures and Chase acts as an additional set of eyes during preparation, application and installation of building components particularly those relating to the exterior envelope of the building.

Chase also reviews the contract documents and performs visual inspections on “in progress” installation procedures and again at final inspection to complement our existing quality control methods and processes. The resulting reports Chase provides are reviewed with the

on-site project team in addition to the Project Executive. The reports include corrective actions taken or employed from their observations and discussions with subcontractors and the superintendent.

Punch-List Management and Project Closeout

To accomplish a true and complete closeout process, Kaufman Lynn Construction creates a 'closeout matrix' which details the requirements listed in the contract documents and our in house requirements we believe necessitate successful turn-over documents. The information from the matrix is submitted to all subcontractors to aid them in finalizing their portion of the closeout process at the 75% mark of the project.

The project site staff keeps and maintains all permit records and 'as-built' drawings which are reviewed as needed and updated weekly by each subcontractor. These "final" as-built plans are then copied appropriately and included as part of the closeout documents turned over to the university.

By requiring all trades to work from our form/procedure, we are able to maintain an efficient and organized approach to tracking which trades have submitted the necessary documents and those who have not. This aids in avoiding time being wasted due to interpreting and sorting through each individual subcontractors' own format in order to pull out the necessary information

The Kaufman Lynn Construction closeout process would include the following correspondence at minimum:

1. Approved shop drawings, submittals and samples
2. Commissioning reports and final approvals
3. Material and equipment warranties
4. Product maintenance and operations manuals
5. As-Built plans
6. Owner training acknowledgment letters

7. Permits, Certificates of Completion
8. Complete project directory
9. Video taped instructions to operate and maintain key systems

Finally, by requiring standard templates to work from, subcontractors are familiar with the procedure, have been educated accordingly and know what to anticipate at projects close in order to be paid in full.

Warranty Period Services

Kaufman Lynn Construction's project closeout does not end with the Certificate of Occupancy. We stand behind our work. Prior to the warranty expiration periods, our project manager sets up a walk through with the owner's staff to identify items in need of warranty repairs. In addition, due to our corporate philosophy of being an extension of our owners' staff and our desire for long term relationships, Kaufman Lynn Construction has a history of taking care of its clients and projects after the warranty period expires.

8. SOFTWARE PROGRAMS AND WEB BASED APPLICATIONS

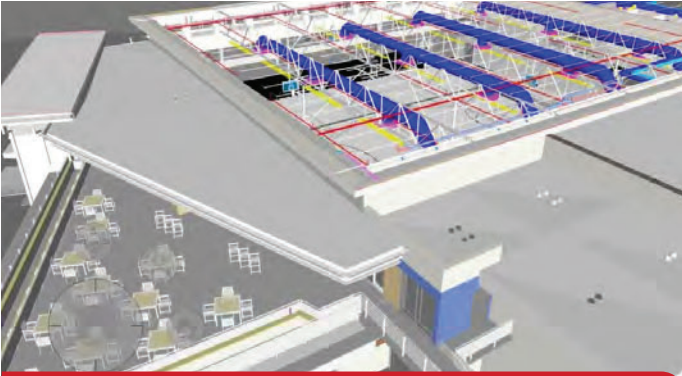
Communication Management Systems

KL utilizes a variety of construction specific information software platforms to increase efficiency and information management. They are:

Navisworks Manage - BIM

KL has been using BIM via Navisworks Manage. During pre-construction, we are able to utilize the 3D model and extrapolate data, view the design intent in context, and obtain quantities, which allows us to provide critical feedback to the client and design team with regards to cost and constructability. Using this data allows us to critically evaluate subcontractor estimates and hone in on quantity issues or identify scope gaps. **For example, at Doral Central Park, BIM flagged that our original ceiling heights wouldn't accommodate the MEPF clearances we needed, and adjusting them early avoided major clashes and rework later. BIM also revealed that rainwater leader piping would have been exposed directly in front of partition glass. Catching that early allowed our team to reroute and conceal the**

pipings so the finished spaces matched the architectural intent. Navisworks allows us to import information from several platforms, including CAD files, digital photos (jpegs), and PDFs allowing us to overlay documents together to analyze information related to the project.



COLLABORATING WITH CITY AND ARCHITECT'S REVIT MODEL FOR CLASH DETECTION (BIM)

Kaufman Lynn will utilize the BIM (Building Information Modeling) process on this project. BIM will be the vehicle used to help improve on-site coordination and efficiency. The expectation is that the coordination effort will help in identifying issues that can be faced during construction proactively. This will help to minimize rework, conflicts, waste and project delays.

Upon award of the project, each trade contractor should designate a team member (usually in the detailing department) to function as their respective "model lead." Kaufman Lynn's BIM manager will provide overall model leadership for the construction team. Each model leader is responsible for ensuring the models adhere to the Kaufman Lynn's model BEP (BIM Execution Plan) standards and functioning as the point of contact for model related issues within the team. The models submitted from the trade contractor shall be LOD 300 (Level of Detail). Revit and Autocad will be used by the trade contractor to create their perspective models. The trade contractor "model lead" and a site superintendent will attend all weekly BIM coordination meetings via "Teams" Meeting. KL will be responsible for coordinating the models, project schedules, weekly meetings, and activities necessary to deliver a coordinated model.

Procore – Project Management

Procore is an on-demand construction software designed to facilitate document management and team communication. By hosting documents online, they are available to all team members. Owners have 24/7 access to contract documents, change orders, RFI's, Meeting minutes, schedules and progress photos. RFI's are tracked and users

can see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, assuring team member use of the software.

P6 – Scheduling

While all project managers and superintendents receive P6 training, a full time internal scheduler works with each team to develop schedules. Not only assures this high level use of the software, but also helps the project teams to think through the sequencing and learn from other projects.

Sage Intacct – Accounting

Accounts Payable, Accounts Receivable, General Ledger, and Job Cost comprise the backbone of this integrated financial and operations construction management solution. Built-in and customizable reports provide big-picture views and drill-down details, giving you the insight to make timely and well-informed decisions.

9. EXAMPLES OF PROJECT DELIVERABLES

*Please see deliverable examples provided in Tab D Additional Attachments, which are excluded from the page limit.

10. EXPERIENCE WITH ALTERNATE DELIVERY STRATEGIES

KL is committed and prepared to complete the new Parking Garage and Recreation Area within the City's schedule. We have proven strategies in place to ensure optimized procurement and project delivery and we will take the proactive measure of establishing an early release site package so we can get started fast. The uncertainty of tariffs and the already evolving condition of the supply chain market means that KL will discuss with you the early release of certain equipment and materials identified as long lead items in order to ensure the schedule remains on track, releasing certain scopes before final GMP. Additionally, we will employ extensive technological strategies (BIM, PROCORE, etc.) to speed up procurement and delivery of your project components.

4.1.5.

PROPRIETARY INFORMATION



PROVIDING OPTIONS & SOLUTIONS



TAB 4.1.5: PROPRIETARY INFORMATION



Kaufman Lynn Construction is a privately held company. As such and in accordance with Section 11971(1) (c), which states “Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 1197(1) and s.24(a), Art. I of the State Constitution,” we request that our financial information be kept confidential.

To assist with this request, we are providing copies of our CONFIDENTIAL audited financial statements for the last 3 years as a separate attachment.

4.1.6.

UNIQUE CAPABILITIES/ RESOURCES



PROVIDING OPTIONS & SOLUTIONS



TAB 4.1.6: UNIQUE CAPABILITIES/ RESOURCES



SPECIALIZED CAPABILITIES THAT DRIVE RESULTS

KL has built dozens of state-of-the-art parking garages. Our collaborative approach to CM at Risk projects starts with identifying the project needs, optimizing for budget and schedule constraints.

We know the City – we know the local nuances – we know the product type. What does this mean for you? We understand your processes and procedures which allows us to focus on getting the results you are looking for. Our team provides the City with the unique advantage of having just recently completed the Doral Central Park project and we have proposed the same team who is already deeply familiar with this jobsite, your current mode of operation, and how to most efficiently integrate this new structure into the existing, active park.

We will work with you from day one to establish a GMP that is within your budget and also includes everything on the City's wish list. We have a proven and methodical approach to making sure the plan of construction is well thought out and the budget and schedule works for the City of Doral.

Having completed Doral Central Park on the same parcel, Kaufman Lynn has an intimate knowledge of the facets this project, including:

- Intimate knowledge of the proposed development's access roads (NW 92nd Ave & NW 33rd St) and associated traffic conditions (BridgePrep Academy school hours, Southcom housing development construction), allowing for a well-coordinated construction process.
- Familiarity with existing underground infrastructure (water, sewer, storm, electrical, irrigation, security) within the project parcel, as KL installed these systems and developed the associated as-builts. Additionally, KL is well versed in the infrastructure surrounding the proposed site, which was located and tied into during construction of Doral Central Park.
- Established, strong relationships with key City of Doral staff over a three-year construction period, including Claudia Herrerra (Building Dept. Coordinator & Capital Improvements Liaison), Sara Sencion (CIP Administrative Coordinator), Jane Decker (Building Director), Iscander Garcia (Electrical Chief), Danilo Brito (Plumbing Chief), Jorge Granadillo (Mechanical Chief), as well as Parks staff: Erin Sullivan (Assistant Parks Director), Kenneth Soler (Assistant Parks Director), Mauricio Narvaez (Superintendent of Parks Operations), and Capital Improvements Division Chief Lazaro Quintero.
- Direct experience navigating the City of Doral's permitting, review, and inspection processes, along with closeout requirements and preferred documentation formats.
- Familiarity with WASD (Miami-Dade Water and Sewer Department) approval processes for this area, including conditions of approval, enabling us to better anticipate review and approval timelines.
- Direct experience working with the City of Doral's Finance and Procurement divisions to structure and execute a successful direct owner purchase program, resulting in over \$1M in tax savings for the City on Doral Central Park.

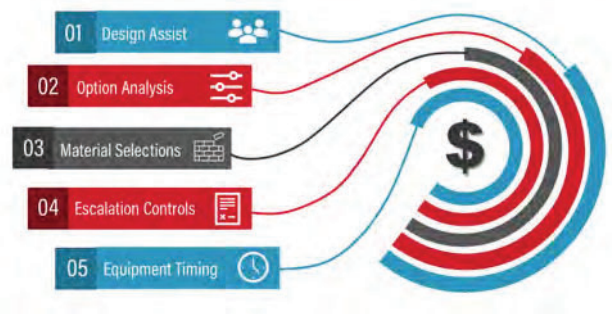


STRONG AND IMPACTFUL LOCAL SUBCONTRACTOR EXPERIENCE

KL has one of the largest preconstruction/estimating departments in South Florida, which means we can provide the attention this project needs. With multiple parking garage projects completed within the past 5 years, our teams have up-to-date pricing information and established relationships with the area's top subcontractors.

Between COVID-19, supply chain issues, and tariffs over the last few years, construction costs have continued to increase. To combat these rapid, and often erratic shifts in pricing, KL has added several key components to our comprehensive process, listed below:

- 1. DESIGN ASSIST:** Key subcontractors work directly with design engineers to right-size systems
- 2. OPTIONS ANALYSIS:** Provide information on specific building methods
- 3. MATERIAL SELECTION:** In addition to first cost, long-term cost, and durability, we evaluate availability
- 4. ESCALATION CONTROLS:** Obtain subcontractor signatures and Notice to Proceed prior to GMP
- 5. EQUIPMENT TIMING:** Pre-purchase materials and equipment to lock-in prices and assure availability when needed



A PRE-CONSTRUCTION METHODOLOGY THAT EVALUATES AND ADVANCES PARKING GARAGE & PICKLEBALL COURT CONSTRUCTION:

The Miami Beach 72nd Street Parking Garage project is currently in its pre-construction phase and as with all of our projects, Kaufman Lynn has gone the extra mile to ensure the parking garage/recreation facility project is firmly established for a successful construction phase.

Some of the initiatives KL's in-house pre-construction team has taken to help evaluate and evolve items for the Miami Beach 72nd Street Parking Garage project include:

- Value engineering analysis for more cost-effective options of specified finishes.
- Analysis of cost implications for proposed garage rooftop playfield and pickleball court.
- Cost impact of proposed additional level of garage parking.
- Analysis of integration of adjacent building areas and program spaces for schedule and cost impacts.
- Thorough investigation and analysis of complicated underground utility relocations.



PARKING GARAGE TECHNOLOGY COMPONENTS

We have studied the specific components of your parking garage and the technological requirements for a successful project. We have experience working these components into the design and construction of parking garages and will work with you to continue to define the scope in order to include all your wish list items within budget. Some of the items you mentioned are below, with examples of our similar components in past projects.

License Plate Readers/Automated Payment Systems

Our recently completed Brightline Boca Raton Station and Parking Garage project used LPR and automated payments systems. Built by the same team, we understand how to implement best practices so these systems work right, the first time.

Electric Vehicle (EV) Charging

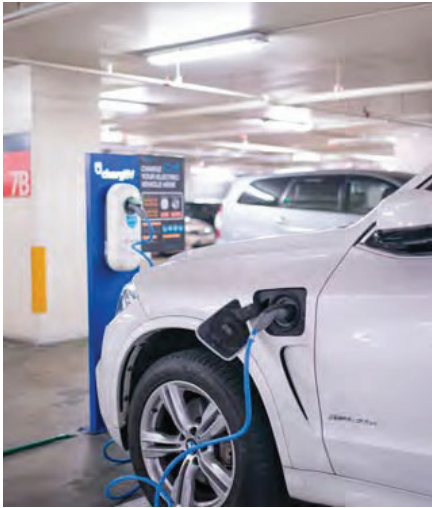
We also understand the need for modern parking garages to have electric vehicle (EV) charging stations. All of our latest garages have either built-in charging capability or we have provided the infrastructure for future adaptation. In order to achieve this, we map out the conduit in the design phase and make sure the execution is per the plans.

Security Cameras

Many of our projects feature high security areas and camera systems to ensure peace of mind and safety. We will work this into the design so there are no surprises in placement and installation when it comes time to install security cameras.

Car Counter Displays

These components not only are a convenience to the end users, but ensure safety by making sure people do not enter and circle when the garage is full. We have used these on many of our projects, most recently in Naples pictured below.



SUSTAINABLY BUILT PROJECTS

Kaufman Lynn Construction, Inc. recognizes that LEED-Certified projects represent more than just sustainable design and construction — they're a promise to future generations. As a true community builder Kaufman Lynn Construction proactively incorporates sustainable construction into our process. We focus on sustainable design solutions, saving our clients money on utilities and time on maintenance in the long run. With **31 FGBC / LEED-Certified projects** completed, we take pride in building innovative, environmentally conscious projects across South Florida.



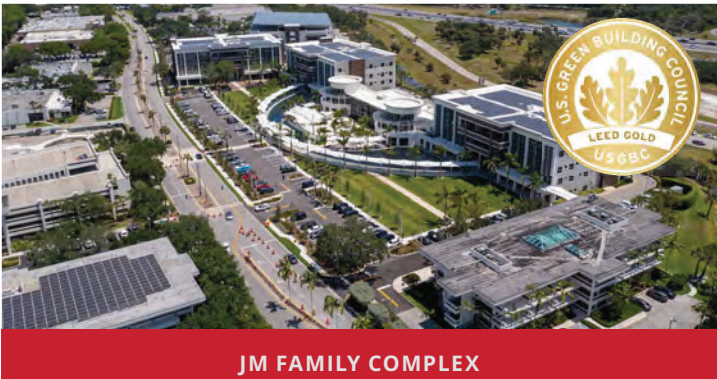
DORAL CENTRAL PARK



ALOFT HOTEL AND CONDO



KL DELRAY HEADQUARTERS



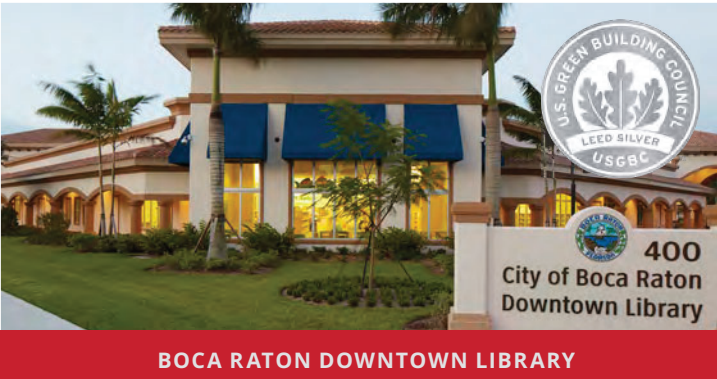
JM FAMILY COMPLEX



BLUESTEN PARK



MIAMI DADE COLLEGE ACADEMIC SUPPORT CENTER



BOCA RATON DOWNTOWN LIBRARY



HOLLYWOOD BEACH SAFETY COMPLEX

4.1.7.

PRE-CONSTRUCTION MANAGEMENT & CONSTRUCTION MANAGEMENT SERVICES FEES



PROVIDING OPTIONS & SOLUTIONS



TAB 4.1.7: PRE-CONSTRUCTION MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES FEES



To maintain confidentiality until Phase 2, all pricing information has been excluded from this section. As per the City of Doral's submittal instructions, the Pre-Construction Fee Worksheet and Construction Phase Fee Worksheet have both been uploaded into the Vendor Questionnaire section of the online response portal.

4.2.

STAFFING & QUALIFICATIONS



PROVIDING OPTIONS & SOLUTIONS



TAB 4.2: STAFFING AND QUALIFICATIONS



4.2.1. PRE-CONSTRUCTION MANAGER ORGANIZATIONAL CHART

GOING BEYOND THE MINIMUM REQUIREMENTS

Kaufman Lynn Construction has 36 years of experience as an industry-leading contractor specializing in municipal projects, including tight site operations, throughout South Florida. Our personnel bring a unique mix of experience that will benefit your project from day one. Both KL and our project team have experience with parking garages, the City of Doral and this exact park, as well as award-winning recreational facility projects featuring pickleball courts.



22

PARKING GARAGE
PROJECTS IN THE LAST TEN
YEARS



19

RECREATION
PROJECTS IN THE LAST TEN
YEARS

PROJECT		EXCEEDED REQUIREMENTS
	Pompano Beach Pier Parking Garage	KL's team received TCO on the project 3 weeks ahead of the City's desired completion date.
	Golden Glades Intermodal Transit Garage	We were able to reduce the schedule by sequencing construction so that multiple activities progressed simultaneously.
	Hollywood Nebraska Street Parking Garage	We recommended an alternative to the architect's original powder coated system for the decorative exterior metal which would last far longer and provide \$120,000 in cost savings.
	JM Family Parking Garage	KL looked for efficiencies to free up funds to allow for sustainable features. As a result of our efforts, the garage can produce energy for the campus via a rooftop photovoltaic solar farm & 200,000 gallon rain water cisterns.

PROJECT		EXCEEDED REQUIREMENTS
	Doral Central Park	Structured & executed a successful direct owner purchase program, resulting in over \$1M in tax savings.
	Peter Bluesten Park	Our services & collaboration during the design phase ensured our team was ready to build with an efficiency that resulted in a \$2.2 million cost savings.
	Wellington Town Center Phase II	KL created custom site plans catered to each event hosted at the project location, including designated parking locations, directional signage, fencing/traffic cones, and construction operations restricted to specific areas befitting our phased schedule.
	McNair Park	At the client's request, KL achieved the necessary TCO 2 months ahead of schedule in order for the football field to be open for a July 5th practice.

KL has assembled an expert team with experience building municipal parking garages and recreational facilities. They bring years of experience that will benefit the City of Doral and lead to a successful completion of this project.

***Team Members who worked on the Doral Central Park project**

Personnel	CM at Risk Experience	Parking Garages	Pickleball Courts	Active Campuses	Sustainably Certified Projects
 Mishel Mako <i>Senior Vice President</i>	✓	✓	✓	✓	✓
 Hans Nelson * <i>Project Executive</i>	✓	✓	✓	✓	✓
 Randy Perez * <i>Project Manager</i>	✓	✓	✓	✓	✓
 Carlos Teijeiro <i>Superintendent</i>	✓	✓		✓	✓
 Susan Velazquez * <i>Assistant PM</i>	✓	✓	✓	✓	✓
 Fabian Valladares * <i>Assistant Super</i>	✓	✓	✓	✓	✓
 Ani Movsesian * <i>Project Accountant</i>	✓	✓	✓	✓	✓
 Jeff Zalkin * <i>Preconstruction</i>	✓	✓	✓	✓	✓
 Chris Christy * <i>VP of Preconstruction</i>	✓	✓	✓	✓	✓
 Darryl Ditzel * <i>Preconstruction Lead</i>	✓	✓	✓	✓	✓
 Mina Fawzy * <i>Lead Scheduler</i>	✓	✓	✓	✓	✓
 Winston Newman * <i>Safety Director</i>	✓	✓	✓	✓	✓
 Chase Sammons * <i>Director of Quality Control</i>	✓	✓	✓	✓	✓

The same KL preconstruction team that delivered project success for the City of Doral at this project location!



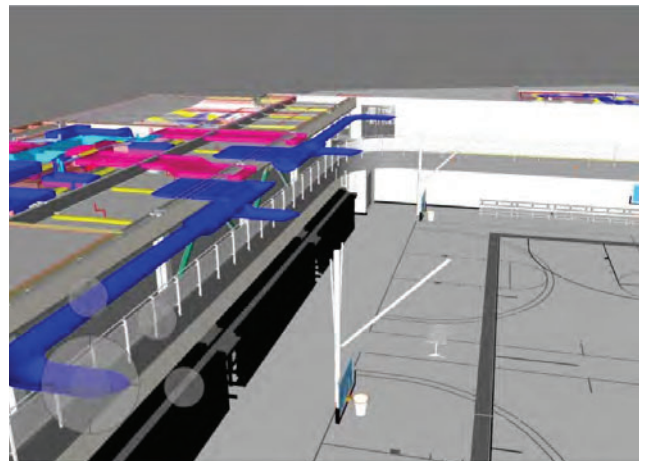
A. EXPERIENCE WORKING TOGETHER

We have proposed the **same preconstruction team that prepared the Doral Central Park project for its ultimate success.**

The key team members of the preconstruction phase include VP of Preconstruction Chris Christy, Lead Estimator Darryl Ditzel, Project Executive Hans Nelson, Scheduler Mina Fawzy, and Design Coordinator Jeff Zalkin. Working as one team, they have achieved \$573.1 million of successful projects together, including parking garage and recreational projects.

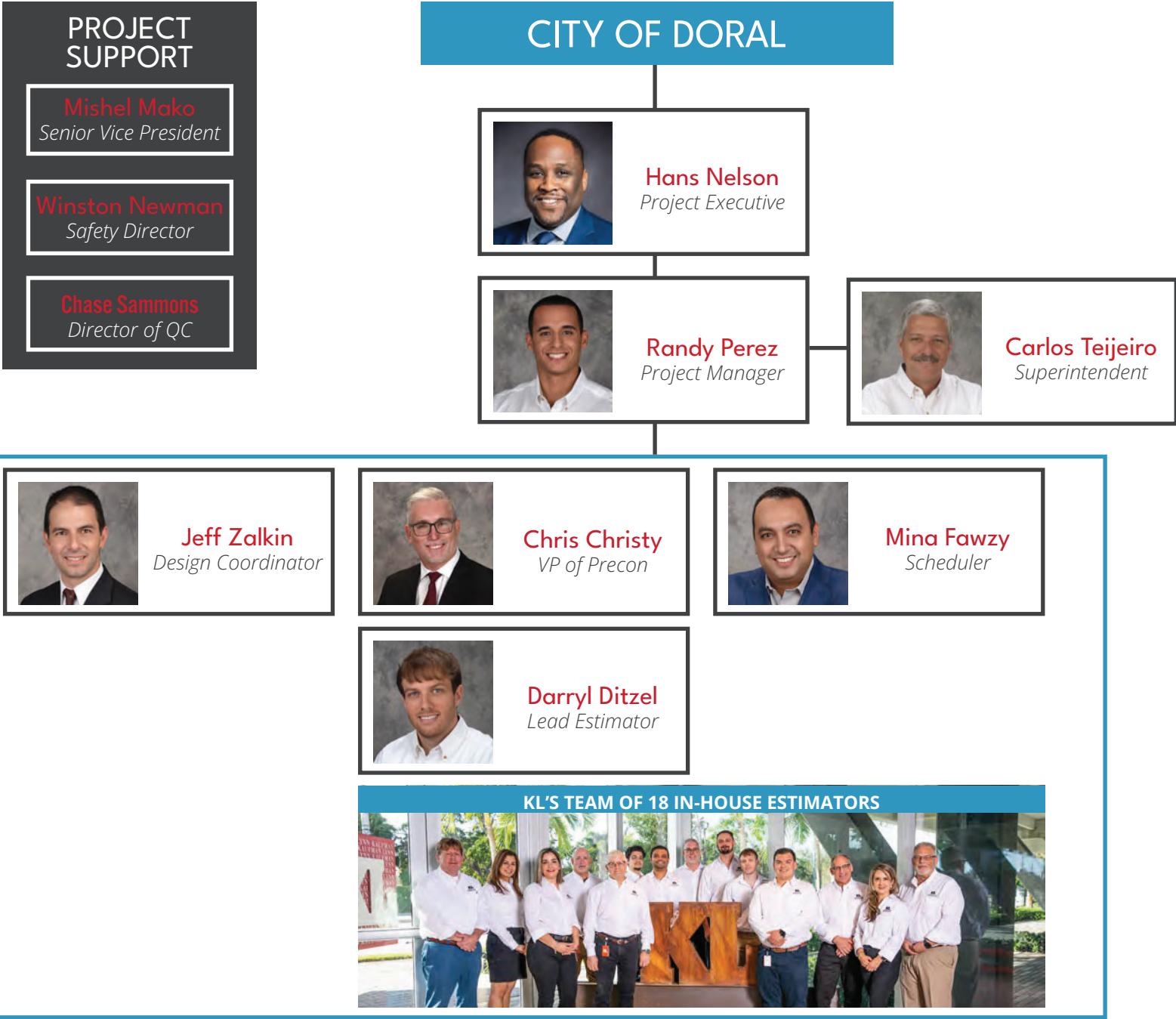
Experts in every component of your project, the preconstruction team is dedicated to establishing the ideal conditions necessary for complete success for the City of Doral. KL's dedicated in-house team of 18 preconstruction professionals support our proposed preconstruction team and will begin tackling your project immediately after award.

Our proven process for CM@Risk projects includes meeting with the client and all the stakeholders involved, beginning a transparent and comprehensive bidding process, and developing a GMP with your specific needs in mind. This process involves our preconstruction team, as well as our Senior Vice President and executive team in advisory roles.



B. PRE-CONSTRUCTION TEAM ORGANIZATION

Kaufman Lynn Construction has thoughtfully assembled a highly qualified team of construction professionals to provide Preconstruction and Construction Management at Risk Services for the new Doral Central Park Parking Garage and Recreation Area. With extensive experience successfully delivering projects of similar size and scope, this proven team of construction professionals has recently completed major projects of similar type, outlined further in their resumes. **From preconstruction through final completion of the construction phase, Project Executive Hans Nelson and Project Manager Randy Perez will serve as your main points of contact to ensure a continuous flow of involvement from beginning to end. Randy Perez will provide continuity between the new garage and the park.** Our established relationship working with the City of Doral, combined with our experience, will ensure a smooth construction process.



C. PRECONSTRUCTION TEAM MEMBER NARRATIVE SUMMARY

The following summarizes the core members of our Preconstruction Team and their specific responsibilities in delivering the full Pre-Construction scope defined in the City of Doral RFP. Each team member is actively engaged during design to support cost certainty, schedule reliability, constructability, and informed decision-making leading to a well-defined and defensible GMP.



Senior Vice President: Mishel Mako

During preconstruction, Mishel assists in evaluating staffing plans, internal resource commitments, and consultant participation to ensure the appropriate level of expertise is assigned as the project advances through design milestones. His involvement ensures that contractual structures, roles, and responsibilities are clearly defined, risks are appropriately allocated, and the project is positioned for an efficient and well-coordinated transition from preconstruction into construction.



VP of Preconstruction: Chris Christy

Chris provides executive leadership for all preconstruction services, ensuring compliance with the RFP's required scope at every design milestone. He oversees detailed cost estimating at SD, DD, and CD phases; leads structured value engineering efforts; and ensures estimating assumptions, contingencies, and risk allocations are fully transparent. Chris is responsible for aligning design development with the City's budget objectives and guiding the team through GMP preparation and reconciliation.



Project Executive: Hans Nelson

Hans provides senior oversight throughout preconstruction, with a focus on cost control strategy, constructability, and early risk identification. He participates in design reviews, evaluates phasing and procurement strategies, and ensures that estimating, scheduling, and logistics planning are fully coordinated. Hans works closely with the City to confirm alignment between design intent, budget, and delivery strategy prior to GMP submission.



Project Manager: Randy Perez

Randy manages day-to-day preconstruction coordination and serves as a primary point of contact during the design phase. His responsibilities include maintaining design-phase schedules, coordinating design review meetings, tracking cost impacts of design decisions, managing preconstruction documentation, and supporting bid package development. Randy ensures that cost, scope, and schedule information is continuously updated and communicated to the City.



Superintendent (Preconstruction Involvement): Carlos Teijeiro

Carlos contributes construction-phase insight during preconstruction by performing constructability reviews, evaluating site logistics, and identifying sequencing and access constraints that may affect cost or schedule. His early involvement supports realistic phasing plans, site utilization strategies, and safety considerations, reducing downstream risk and change during construction.

**Scheduler: Mina Fawzy**

Mina develops and maintains the design-phase and preconstruction CPM schedules in accordance with RFP requirements. He establishes milestone-driven schedules, evaluates phasing alternatives, and analyzes schedule impacts related to design decisions, procurement strategies, and permitting. Mina supports GMP development by validating schedule durations and identifying critical and near-critical activities early in the process.

**Design Coordinator: Jeff Zalkin**

Jeff leads design coordination efforts during preconstruction, ensuring timely information flow between the City, Architect, and preconstruction team. He manages constructability reviews, tracks design deliverables, and supports resolution of scope gaps or conflicts that could impact cost or schedule. Jeff's role ensures design development progresses efficiently and supports accurate estimating and bid packaging.

**Director of Quality Control (Preconstruction Support): Chase Sammons**

Chase supports preconstruction by reviewing design documents for quality, clarity, and coordination prior to bidding. He identifies potential quality risks, incomplete details, or specification conflicts that could lead to cost escalation or rework. His early involvement helps ensure bid packages are complete and enforceable, supporting competitive pricing and reduced construction-phase risk.

**Safety Director (Preconstruction Planning): Winston Newman**

Winston contributes to preconstruction by evaluating site conditions, logistics, and adjacent public interfaces to inform early safety planning. He supports development of preliminary safety and site logistics plans, identifying high-risk activities and mitigation strategies that influence sequencing, temporary works, and cost planning prior to GMP.

**Preconstruction Lead: Darryl Ditzel**

Darryl leads the day-to-day estimating and preconstruction execution effort. He is responsible for preparing detailed cost estimates at each design phase, coordinating trade input, developing bid packages, and assembling the GMP proposal. Darryl also integrates BIM-based quantity validation and supports value engineering analyses to ensure cost accuracy, transparency, and alignment with City objectives.

D. MONTHLY PROPOSED MAN HOUR STAFFING PLAN

Name	Title	Month 1 - 4	Month 5 - 8	Month 9 - 11	Total Hours
Hans Nelson	Project Executive	10.00	10.00	8.00	28.00
Randy Perez	Sr. Project Manager	20.00	20.00	15.00	55.00
Chris Christy	Estimating VP	12.00	12.00	12.00	36.00
Darryl Ditzel	Sr. Estimator	24.00	24.00	20.00	68.00
Gabriel Jordan	Trade Estimator	24.00	24.00	20.00	68.00
Keagan Turney	Estimator	24.00	24.00	20.00	68.00
Carlos Teijero	Superintendent	10.00	10.00	15.00	35.00
Mina Fawzy	Scheduler	10.00	10.00	-	20.00
Nuria Menendez	Admin. Assistant	-	-	8.00	8.00
Labor Total		21,490	21,490	19,053	386.00

E. PRE-CONSTRUCTION MANAGERS SUBCONTRACTORS

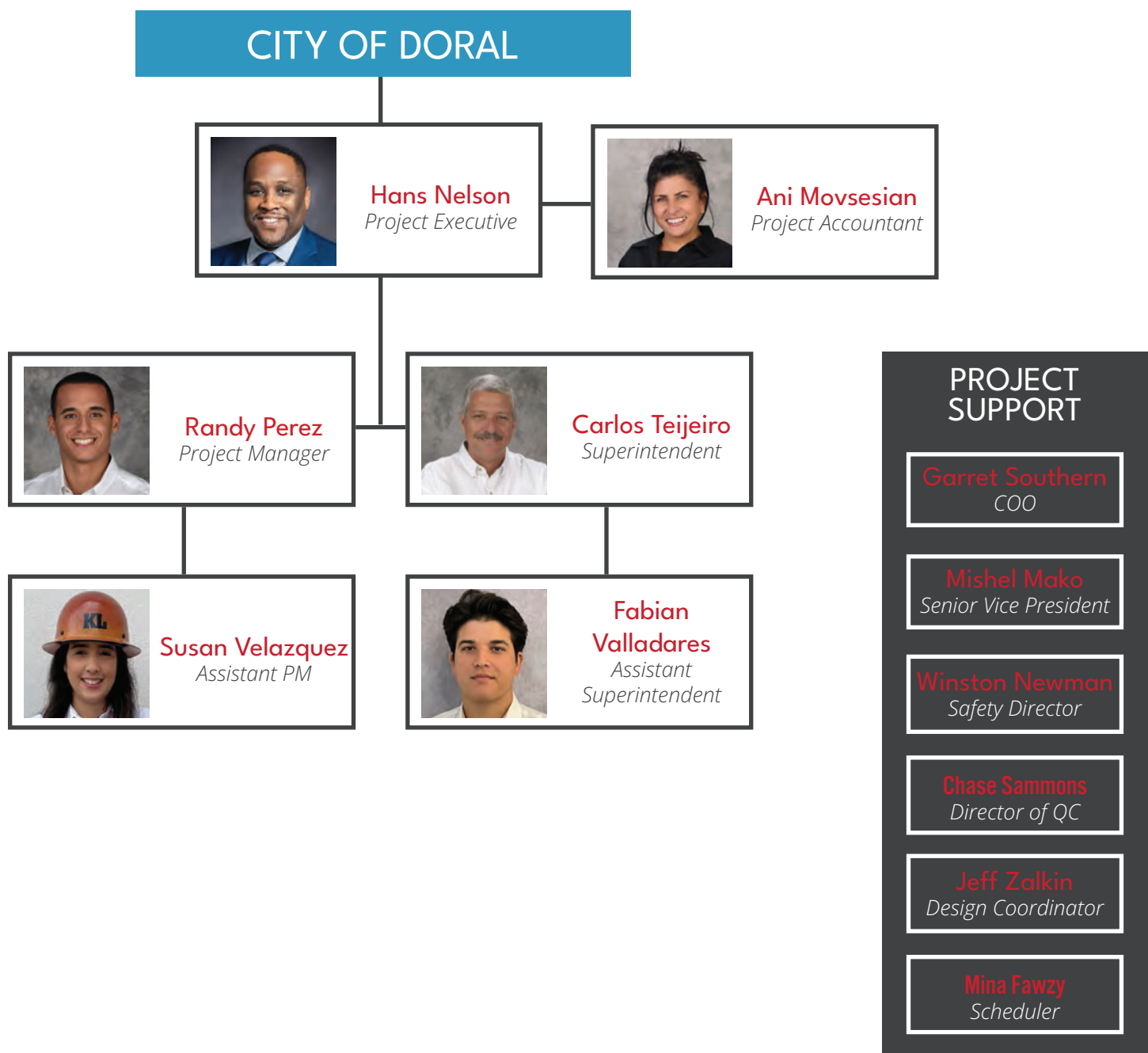
Kaufman Lynn does not plan on subcontracting out any preconstruction service.

F. PARTNER RELATIONSHIPS

No other firm besides Kaufman Lynn will have direct relationship with Doral, the program manager, or the architect.

4.2.2. CONSTRUCTION MANAGER ORGANIZATIONAL CHART

A. CONSTRUCTION TEAM ORGANIZATION



B. CONSTRUCTION TEAM MEMBER NARRATIVE SUMMARY

The following summarizes the core members of our Construction Team and their responsibilities in executing the Construction Manager at Risk scope defined in the City of Doral RFP. Each team member is accountable for delivering the Project safely, on schedule, within the approved GMP, and in full compliance with the Contract Documents and City requirements.



Senior Vice President: Mishel Mako

Mishel provides executive oversight throughout the construction phase, ensuring contractual compliance, fiscal responsibility, and alignment with the City’s objectives. He supports resolution of complex issues, oversees risk management and contingency utilization, and ensures that project delivery standards for safety, quality, and schedule are maintained. Mishel remains available to the City as an escalation point for decision-making and issue resolution.



Project Executive: Hans Nelson

Hans oversees all construction-phase operations, with responsibility for cost control, schedule adherence, subcontractor performance, and contract compliance. He ensures open-book financial transparency, reviews change order requests and contingency usage, and confirms adherence to approved procurement and buyout strategies. Hans works closely with the City to ensure construction activities align with GMP assumptions and approved phasing plans.



Project Manager: Randy Perez

Randy manages the day-to-day execution of the construction phase. His responsibilities include subcontractor coordination, contract administration, cost tracking, pay application review, change management, and coordination with the City, Program Manager, and Design Team. Randy ensures required meetings are conducted, documentation is maintained, and construction activities comply with the Contract Documents and City reporting requirements.



Superintendent: Carlos Teijeiro

Carlos is responsible for on-site construction operations, including sequencing of work, supervision of subcontractors, enforcement of safety and quality standards, and coordination of inspections. He ensures work is performed in accordance with the approved schedule, construction documents, and site logistics plans, while maintaining safe access for the public and minimizing disruption to adjacent park operations.



Assistant Project Manager: Susan Velazquez

Susan is responsible for the organization, process and distribution of project documentation, along with managing and tracking the order, shipment and delivery of all materials and equipment in keeping with project schedule. Also responsible for administration and review of RFI’s, shop drawings, product data and samples assuring receipt and approval times such that project is not delayed.


Assistant Superintendent: Fabian Valladares

Fabian supports daily field operations, including subcontractor coordination, quality checks, and safety enforcement. He assists with short-term planning, daily activity tracking, and resolution of field-level issues to maintain productivity and schedule compliance. Fabian works closely with the Superintendent to ensure efficient execution of planned work.


Scheduler: Mina Fawzy

Mina maintains and updates the CPM construction schedule in accordance with RFP Exhibit E requirements. He prepares baseline, update, and recovery schedules; conducts schedule impact analyses; and supports time-related evaluations of change events. Mina ensures schedule reporting is accurate, timely, and reflective of actual construction progress.


Design Coordinator: Jeff Zalkin

Jeff coordinates ongoing design support during construction, including RFIs, submittal review tracking, and clarification of design intent. He facilitates timely resolution of design-related issues to prevent delays, rework, or cost escalation. Jeff ensures communication between the Design Team, construction staff, and the City remains clear and well-documented.


Director of Quality Control: Chase Sammons

Chase oversees the project's quality control program, including inspections, documentation, and corrective action processes. He verifies that work conforms to the Contract Documents, coordinates testing and special inspections, and supports deficiency resolution. Chase also participates in punch list development, substantial completion verification, and closeout quality reviews.


Safety Director: Winston Newman

Winston oversees site safety performance and ensures implementation of the project-specific safety plan. He supports compliance with OSHA requirements, monitors high-risk activities, and conducts audits and reviews to maintain a safe jobsite. Winston works with field leadership to ensure safety is fully integrated into daily operations and construction planning.


Project Accountant: Ani Movsesian

Ani manages construction-phase financial controls, including cost tracking, pay applications, subcontractor payments, and financial reporting. She supports the City's open-book requirements by ensuring accurate, transparent, and auditable cost documentation throughout construction.

C. MONTHLY PROPOSED MAN HOUR STAFFING PLAN

	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	June	
Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total Hours
Construction Staffing - Labor Component (Includes Car/Cell)																	
Project Executive	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	800
Senior PM	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	2,784
Project Engineer	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	2,784
Senior Superintendent	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	2,784
Accountant	87	87	87	87	87	87	87	87	87	87	87	120	120	120	120	120	1,557
Scheduler	50	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	755
Quality Control Inspector	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	480
Safety Superintendent	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	400

D. PARTNER RELATIONSHIPS

No other firm besides Kaufman Lynn will have direct relationship with Doral, the program manager, or the architect.



CHRIS
CHRISTY

VP OF PRECONSTRUCTION

Chris has 28 years of experience in governmental, office, educational, hospitality, and multifamily construction from renovation to new construction throughout Florida. Leading preconstruction efforts for award-winning public and private projects, Chris brings a wealth of experience in every facet of his field. As Vice President of Preconstruction, Chris is responsible for overseeing the estimating staff, as well as overseeing estimating efforts on all Florida projects along with estimating department employee training and budget controls.

EDUCATION

B.S. Construction,
University of Oklahoma

YEARS WITH FIRM/TOTAL

4/28

RELATED EXPERIENCE



MIAMI BEACH 72ND STREET PARKING GARAGE \$95 MILLION

Currently in preconstruction, the project will consist of a new community complex featuring a 600-space parking garage with top level pickleball courts, extensive park and landscaping, community center, library, and rooftop competition swimming pool. [CMAR](#)



DORAL, FL
\$142 Million
[CMAR](#)

DORAL CENTRAL PARK

Construction of an 82-acres park that includes over 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more.



CUTLER BAY, FL
\$62 Million
[CMAR](#)

CUTLER BAY LEGACY PARK & MUNICIPAL COMPLEX

A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal.



BOCA RATON, FL
\$20 Million
[CMAR](#)

BOCA RATON MUNICIPAL

Construction on the occupied Municipal Services Complex site includes a new fleet maintenance garage with additional parking levels for City vehicles.



PARKING GARAGE



PICKLEBALL COURTS



DARRYL
DITZEL

PRECONSTRUCTION LEAD

Darryl Ditzel is an experienced professional in the construction industry. He has strong technical and analytical abilities and is experienced in budgeting from conceptual to GMP, from hard bid to negotiated bid. Darryl has worked with projects of all kinds, some of which are municipal/public clients, colleges, K-12, offices, federal projects, high rise condominium, retail, etc. As Preconstruction Lead, Darryl will lead the day-to-day estimating and preconstruction execution effort for this project.

EDUCATION

M.S. Construction Management,
University of Florida

B.A. Architecture,
University of Florida

YEARS WITH FIRM/TOTAL

11/12

RELATED EXPERIENCE



POMPANO BEACH PIER PARKING GARAGE \$20.5 MILLION

Design and construction of a 5-level, 239,646 SF, 662-space parking garage in close proximity to the beach. The design developed by the team reflected the needs of the master development plan and was planned and designed to accept exterior liner structures. The exterior of the garage features undulating abstract sails. **Design-Build**

DORAL, FL
\$142 Million
CMAR

DORAL CENTRAL PARK
Construction of an 82-acres park that includes over 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more.

CORAL SPRINGS, FL
\$34 Million

CORAL SPRINGS CITY HALL & PARKING GARAGE
A new 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an EOC, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services

RIVIERA BEACH, FL
\$19.3 Million
Design-Build

RIVIERA BEACH FIRE STATION 87
Design and construction of a 2-story state-of-the-art 28,000 SF fire station consisting of 4 apparatus bays, a pickleball court, meeting and office space, sleeping facilities, and an Emergency Operations Center.



PICKLEBALL COURTS



PARKING GARAGE



MINA FAWZY

SCHEDULER

Mina’s role includes leading the creation and development of project schedules and progress tracking methods, facilitating and leading pull planning sessions, conducting delay analysis and preparing TIA reports, defining WBS and CBS with operations team, developing preliminary and GMP project schedules, generating variance reports, project schedule updates and coordination, site visits and bi-weekly operations meetings, progress reports, and running schedule comparisons and baseline variances.

EDUCATION

MBA, Louisiana State University

B.S. Aerospace Engineering, Cairo University

CERTIFICATIONS

Member: PMI, NCMA

YEARS WITH FIRM/TOTAL

4/20

RELATED EXPERIENCE



MIAMI BEACH 72ND STREET PARKING GARAGE \$95 MILLION

Currently in preconstruction, the project will consist of a new community complex featuring a 600-space parking garage with top level pickleball courts, extensive park and landscaping, community center, library, and rooftop competition swimming pool. [CMAR](#)

 DORAL, FL
\$142 Million
[CMAR](#)

DORAL CENTRAL PARK
Construction of an 82-acres park with 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more.

 CUTLER BAY, FL
\$62 Million
[CMAR](#)

CUTLER BAY LEGACY PARK & MUNICIPAL COMPLEX
A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal.

 WELLINGTON, FL
\$7.3 Million
[CMAR](#)

WELLINGTON TOWN CENTER PHASE II
Active campus project includes the expansion of the existing Amphitheater, relocation and expansion of a playground, replacement of parking areas, the creation of an open green space, and the replacement of the existing restroom building with the “Gateway” building.



PARKING GARAGE

ACTIVE RECREATIONAL CAMPUS



JEFF ZALKIN
DESIGN COORDINATOR

Jeff Zalkin has been involved in public sector projects for the past 27 years primarily focused on municipal and educational facilities. He understands the nuances of municipal facilities, more specifically parking garage facilities and will be a point person working with the design team during preconstruction to ensure the final product meets all project goals.

EDUCATION

M.B.A., Florida International University
B.S. University of Florida

YEARS WITH FIRM/TOTAL

27/8

RELATED EXPERIENCE



HOLLYWOOD NEBRASKA ST. PARKING GARAGE **\$13.1 MILLION**

New construction of a 8-story, 304-space parking garage with electric charging stations and rest rooms. The garage features a unique punched metal façade. Project included extensive MOT planning along the busy A1A corridor. **CMAR**

SELECT PARKING GARAGE EXPERIENCE:

- Boca Raton Brightline Parking Garage | \$15.4 million | **CMAR**
- Golden Glades Intermodal Parking Garage | \$56.2 million | **Design-Build**
- Miami Beach 72nd Street Parking Garage | \$95 million | **CMAR**
- Pompano Beach Pier Municipal Parking Garage | \$16.1 million | **Design-Build**
- Naples 1st Avenue Parking Garage | \$12.1 million | **CMAR**
- JM Family Parking Garage | \$15.3 million | **CMAR**
- Doral Central Park | \$142 million | **CMAR**
- Office Depot Headquarters Parking Garage | \$150 million
- Lee County Justice Center Parking Garage
- Wedge Preserve Park | \$42.6 million | **CMAR**



PARKING GARAGE



PICKLEBALL COURTS



MISHEL MAKO

SENIOR VICE PRESIDENT

Mishel's career includes land development and construction management experience which makes him particularly astute to the needs of his clients. He has successfully led multiple teams, overseeing a variety of construction projects ranging from \$1 million to over \$130 million. Whether building for private or public entities, Mishel's focus is on earning repeat business by focusing on client satisfaction. His duties include guidance and oversight of the entire life cycle of assigned construction projects. He is accountable for estimating, planning, budgets, client/subcontractor/staff relations, cost management, purchasing, schedules, quality control, project documentation, logistics and execution of multiple projects. In addition to oversight, additional primary goals are to ensure quality, accountability and efficiency.

EDUCATION

B.S, Civil Engineering,
New Jersey Institute of Technology

CERTIFICATIONS

OSHA 30 Hour

YEARS WITH FIRM/TOTAL

6/22

RELATED EXPERIENCE



MIAMI BEACH 72ND STREET PARKING GARAGE \$95 MILLION

Currently in preconstruction, the project will consist of a new community complex featuring a 600-space parking garage with top level pickleball courts, extensive park and landscaping, community center, library, and rooftop competition swimming pool. [CMAR](#)

 PARKLAND, FL
\$52.6 Million
[CMAR](#)

WEDGE PRESERVE PARK
New construction of a 36-acre park including pickleball courts, multipurpose fields, basketball courts, a ninja course, walking trails and two lakes with boardwalks.

 MIAMI, FL
\$107 Million
[CMAR](#)

AVENTANA
A new 16-story luxury apartment tower featuring four levels of structured parking. Amenities include a pickleball court, a fifth-floor pool deck, a spacious clubroom with private dining area, a golf simulator, a 24/7 resident market and a fitness center, a kids' activity room, a spa, a maker studio, a music room, coworking lounge, podcast studio, offices, and a private outdoor park.

 CUTLER BAY, FL
\$62 Million
[CMAR](#)

CUTLER BAY LEGACY PARK & MUNICIPAL COMPLEX
A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal.



PARKING GARAGE



PICKLEBALL COURTS



HANS NELSON

PROJECT EXECUTIVE

Hans is especially skilled in estimating and pre-construction, project buyout, value engineering, constructability, budget management, client relations and all phases of construction. His duties include management of all project phases, from design through completion. Hans is skilled at utilizing managerial and financial tools to optimize margins and profitability. He is accountable for estimating, planning, budgets, client/subcontractor/staff relations, cost management, purchasing, schedules, quality control, project documentation, logistics and execution of multiple projects. In addition to oversight, additional primary goals are to ensure quality, accountability and efficiency.

EDUCATION

B.S. Civil & Environmental Engineering,
Florida International University

CERTIFICATIONS

Florida CGC1534665
OSHA 30+ Hour

YEARS WITH FIRM/TOTAL

7/18

RELATED EXPERIENCE



CUTLER BAY LEGACY PARK & MUNICIPAL COMPLEX \$62 MILLION

A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal. [CMAR](#)

 **DORAL, FL**
\$142 Million
[CMAR](#)

DORAL CENTRAL PARK

Construction of an 82-acres park with 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more.

 **MIAMI, FL**
\$107 Million
[CMAR](#)

AVENTANA

A new 16-story luxury apartment tower featuring four levels of structured parking. Amenities include a pickleball court, a fifth-floor pool deck, a spacious clubroom with private dining area, a golf simulator, a 24/7 resident market and a fitness center, a kids' activity room, a spa, a maker studio, a music room, coworking lounge, podcast studio, offices, and a private outdoor park.

 **CORAL GABLES, FL**
\$108 Million
[CMAR](#)

2020 SALZEDO

New construction of a 16-story mixed-use tower which included a 7-story parking garage, offices, shops, multifamily units, and restaurants.



PARKING GARAGE



JOB SITE LOCATION EXPERIENCE



RANDY PEREZ

PROJECT MANAGER

Randy brings a passion for the construction process and the people that are part of it. He is personally dedicated to achieving complete owner satisfaction and embraces a collaborative approach. Competitive-driven and relationship-focused, he thrives in fast-paced challenging environments. His duties include developing and maintaining the project schedule, coordinating with the owner's representatives and architect, managing cost control and financial reporting, supervising field staff, design participation, bidding, contract negotiation, facilities inspection and coordination of preventive maintenance.

EDUCATION

B.S. Construction Management,
University of Florida

CERTIFICATIONS

OSHA 30 Hour

YEARS WITH FIRM/TOTAL

7/7

RELATED EXPERIENCE



DORAL CENTRAL PARK

\$142 MILLION

Construction of an 82-acres park with 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more. [CMAR](#)

- 

DEERFIELD BEACH, FL

\$15.3 Million
[Design-Build](#)

JM FAMILY PARKING GARAGE

New construction of a 309,572 SF parking garage on an active campus. Sustainability features of this garage include rooftop solar panels and cisterns that are designed to collect up to 200,000 gallons of rain. The cisterns feed the irrigation throughout the campus.
- 

DAVIE, FL

\$55.1 Million
[Design-Build](#)

DAVIE TOWN HALL

Design and construction of a new 4-story Town Hall facility including office space, Town Council Chambers, and a one-stop-shop for citizen services. Project involves extensive site work including dry retention areas and tree relocation.
- 

POMPANO BEACH, FL

\$14.8 Million
[CMAR](#)

MCNAIR PARK IMPROVEMENTS

Active campus project encompasses the redevelopment of a 12-acre park, including the construction of a football field, bleacher seating, sports lighting, a playground, an 8-lane competition track, a concession building with a gym, as well as the resurfacing of existing basketball courts and various other site improvements.



PARKING GARAGE



JOBSITE LOCATION EXPERIENCE



CARLOS TEJEIRO

SUPERINTENDENT

Carlos has 42 years of construction experience including CM at Risk and Design/Bid/Build of universities, public and private facilities. He continuously builds productive relationships with owners and subcontractors. His duties include quality control oversight for all subcontractors, coordination of weekly safety meetings and monthly safety inspections, on-site coordination of subcontractor performance, preparation of Requests for Information (RFIs), tracking review of submittals, preparation of two-week look ahead schedule and filing and journaling meeting minutes, job logs and daily reports.

EDUCATION

St. Thomas University

CERTIFICATIONS

OSHA 30+ Hour

YEARS WITH FIRM/TOTAL

21/42

RELATED EXPERIENCE



GOLDEN GLADES INTERMODAL TRANSIT GARAGE \$56.2 MILLION

New construction of a park-and-ride and transit terminal facility designed to support various public transit and complimentary transportation services. Facility includes 10,450 SF of retail, direct access to Tri-Rail via a pedestrian bridge from the new parking garage, 2,375 parking spaces, 53 truck spaces and a 4,500 SF transit hub. **Design-Build**

 **BOCA RATON, FL**
\$11.5 Million
CMAR

FAU PARKING GARAGE III
New construction of a 4-story, 1000 space structural precast concrete parking garage constructed to allow for future retail space on ground floor. KL worked on an active campus around ongoing operations.

 **PEMBROKE PINES, FL**
\$6.8 Million

PINES LINCOLN MERCURY GALLERY
New construction of a 2-story 80,000 SF Auto Dealership with a parking garage. The dealership included a Mezzanine Floor including Sales/Showroom/Parts department with administrative offices and Service Department. Building is precast concrete, CMU, structural steel, exterior framing. Over six acres of site work including utilities, earthwork and paving.

 **MIAMI BEACH, FL**

ANCHOR SHOPS PARKING GARAGE
New construction of a 803 space parking garage that included 20,106 SF of ancillary retail space fronting Collins Avenue.



PARKING GARAGE



ACTIVE CAMPUS



SUSAN VELAZQUEZ
ASSISTANT PROJECT MANAGER

Susan is a highly motivated construction professional, well versed in site coordination, project documentation, permitting, client communication, and budget control. She was a core team member for the Doral Central Park project and has additional, extensive experience in the municipal, public safety, and educational sectors.

EDUCATION

B.S. Civil Engineering,
INTEC Instituto Tecnológico de Santo Domingo

YEARS WITH FIRM/TOTAL

5/11



DORAL CENTRAL PARK \$142 MILLION

A new 82-acres park featuring a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more. [CMAR](#)



MALTZ JUPITER THEATRE \$29.3 MILLION

This project includes an upgraded Broadway-scale stage, an expanded orchestra pit, a state-of-the-art production center, a second 199-seat theatre, a new dining experience, and an enlarged version of the Goldner Conservatory of Performing Arts. [CMAR](#)



FABIAN VALLADARES
ASSISTANT SUPERINTENDENT

Fabian is a driven on-site professional who is passionate about learning and integrating the latest construction industry innovations into his own work. Fabian has an excellent track record in his experience working on major municipal recreational projects.

EDUCATION

B.S. Construction Management, Florida International University
A.S. Construction Management, Miami Dade College

YEARS WITH FIRM/TOTAL

2/2



DORAL CENTRAL PARK \$142 MILLION

A new 82-acres park featuring a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more. [CMAR](#)



CUTLER BAY LEGACY PARK & MUNICIPAL CMLPX \$62 MILLION

A 16-acre parcel project featuring a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal. [CMAR](#)



ANI MOVSESIAN

PROJECT ACCOUNTANT

Ani has been an integral part of construction project teams since she started with KL 9 years ago. She has achieved success through her dedicated work on large-scale recreational, higher education, and office campus projects. A results-oriented professional, Ani establishes a cohesive working relationship with team members, owners and subcontractors. She utilizes her strong skills and experience in construction management accounting for each project she's on, as well as identifying both financial and operating needs in profit building and team building expertise.

EDUCATION

Paraedgal Degree,
Burdet College

General Studies,
University of Istanbul

YEARS WITH FIRM/TOTAL

9/28

RELATED EXPERIENCE



DORAL CENTRAL PARK

\$142 MILLION

Construction of an 82-acres park with 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more. [CMAR](#)

- 

DEERFIELD BEACH, FL

\$15.3 Million

[Design-Build](#)

JM FAMILY PARKING GARAGE

New construction of a 309,572 SF parking garage on an active campus. Sustainability features of this garage include rooftop solar panels and cisterns that are designed to collect up to 200,000 gallons of rain. The cisterns feed the irrigation throughout the campus.
- 

CORAL SPRINGS, FL

\$34 Million

[CMAR](#)

CORAL SPRINGS CITY HALL & PARKING GARAGE

A new 5-story, 68,000 SF municipal facility and freestanding, 4-level parking garage. The complex includes an EOC, City Commission chambers, general offices, meeting rooms, and a one stop shop for citizen services
- 

DEERFIELD BEACH, FL

\$68.6 Million

TOWER 155

New construction of a 133-unit, 12-story luxury condominium in downtown Boca Raton. Project features multiple levels of secure access parking within the building.



PARKING GARAGE

JOB SITE LOCATION EXPERIENCE



WINSTON
NEWMAN

SAFETY DIRECTOR

Winston is a safety professional with established hands-on experience in commercial and industrial safety operations with deep technical competency in a multitude of unique and complex construction projects. He has a track record of successfully managing multiple large-scale projects simultaneously through the entire life cycle of construction with a history of low incidence. He has extensive experience in risk/safety management, needs analysis, safety culture establishment, mentoring, and contractor insurance programs. He has a history of effectively coordinating and managing compliance operations for medium and large organizations.

EDUCATION

B.S. Economics,
University of Florida

CERTIFICATIONS

Certified Stormwater Compliance
Inspector (FL, KY), CSP, CRIS, ARM,
CHST, OSHA Outreach Trainer
(500hrs)

YEARS WITH FIRM/TOTAL

3/17

RELATED EXPERIENCE



MIAMI BEACH 72ND STREET PARKING GARAGE \$95 MILLION

Currently in preconstruction, the project will consist of a new community complex featuring a 600-space parking garage with top level pickleball courts, extensive park and landscaping, community center, library, and rooftop competition swimming pool. [CMAR](#)

DORAL, FL
\$142 Million
[CMAR](#)

DORAL CENTRAL PARK
Construction of an 82-acres park with 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more.

CUTLER BAY, FL
\$62 Million
[CMAR](#)

CUTLER BAY LEGACY PARK & MUNICIPAL COMPLEX
A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal.

WELLINGTON, FL
\$7.3 Million
[CMAR](#)

WELLINGTON TOWN CENTER PHASE II
Active campus project includes the expansion of the existing Amphitheater, relocation and expansion of a playground, replacement of parking areas, the creation of an open green space, and the replacement of the existing restroom building with the “Gateway” building.



PARKING GARAGE

ACTIVE RECREATIONAL CAMPUS



CHASE SAMMONS

DIRECTOR OF QUALITY CONTROL

Chase is an intense, result-oriented, self-starter whose drive and sense of urgency are tempered and disciplined by his concern for the accuracy and quality of the work he oversees. Chase will meet consistently with the team for your project and provide detailed quality control inspections, plans, and reports. Additionally during construction, we ensure quality through our daily quality inspections along with weekly jobsite meetings.

EDUCATION

B.S. Construction Management,
Clemson University

CERTIFICATIONS

OSHA 30 Hour

YEARS WITH FIRM/TOTAL

11/21

RELATED EXPERIENCE



JM FAMILY PARKING GARAGE

\$15.3 MILLION

New construction of a 309,572 SF parking garage on an active campus. Sustainability features of this garage include rooftop solar panels and cisterns that are designed to collect up to 200,000 gallons of rain. The cisterns feed the irrigation throughout the campus. [Design-Build](#)

 DORAL, FL

\$142 Million

CMAR

DORAL CENTRAL PARK

Construction of an 82-acres park with 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center, basketball courts, tennis courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more.

 CUTLER BAY, FL

\$62 Million

CMAR

CUTLER BAY LEGACY PARK & MUNICIPAL COMPLEX

A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal.

 BOCA RATON, FL

\$20 Million

CMAR

BOCA RATON MUNICIPAL

Construction on the occupied Municipal Services Complex site includes a new fleet maintenance garage with additional parking levels for City vehicles.



PARKING GARAGE



JOBSITE LOCATION EXPERIENCE

4.2.4. LICENSES AND PERMITS

Kaufman Lynn Construction Certificate of Authority

State of Florida Department of State

I certify from the records of this office that KAUFMAN LYNN CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on January 24, 1989.

The document number of this corporation is K60557.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2026*




Secretary of State

Tracking Number: 1042994492CC

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

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

The firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project. We affirm that the team maintains certification and is in good standing with the Florida Department of Business and Professional Regulation.

Kaufman Lynn Construction General Contractor's License

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LONG, CHRISTOPHER LEE

KAUFMAN LYNN CONSTRUCTION, INC
3185 S. CONGRESS AVE.
DELRAY BEACH FL 33445

LICENSE NUMBER: CGC1536884

EXPIRATION DATE: AUGUST 31, 2026

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

ISSUED: 10/22/2024

Do not alter this document in any form.

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

Local Miami-Dade County Tax Receipt

↑ RETAIN FOR YOUR RECORDS ↓

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

N/A July 09, 2025

MIAMI-DADE COUNTY -
STATE OF FLORIDA
LOCAL BUSINESS TAX
2025 - 2026 APPLICATION
 6627278
BUSINESS LOCATION:
 6303 BLUE LAGOON DR STE 465
 MIAMI, FL 33126-6006



* 7 + 6 8 9 8 0 3 6 + 2 0 2 6 *

RENEWAL
RECEIPT: 6898036
STATE # CGC021732

OWNER/CORP.
 KAUFMAN LYNN CONSTRUCTION INC
 MICHAEL I KAUFMAN, QUALIFIER

Scan to pay



BUS. COMMENCEMENT DATE: 05/01/2010
SEC BLDG1
TYPE OF BUSINESS
 GENERAL BUILDING CONTRACTOR

KAUFMAN LYNN CONSTRUCTION INC
 C/O MICHAEL I KAUFMAN, PRES/CEO
 3185 S CONGRESS AVE
 DELRAY BEACH, FL 33445-7324

SIGNATURE REQUIRED **SEE INSTRUCTIONS ABOVE**

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Jul 31, 2025	Aug 31, 2025	Sep 30, 2025	Oct 31, 2025
Please Pay	\$0.00	\$0.00	\$0.00	\$0.00

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

70000000000000000000000006898036202600000007500000000000009

Kaufman Lynn Construction Sunbiz Annual Report

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K60557

Entity Name: KAUFMAN LYNN CONSTRUCTION, INC.

Current Principal Place of Business:

3185 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445

Current Mailing Address:

3185 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445 US

FEI Number: 65-0098115

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ATLAS, JOSHUA M
3185 S CONGRESS AVE
DELRAY BEACH, FL 33445 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSHUA M ATLAS01/02/2025

Electronic Signature of Registered AgentDate

Officer/Director Detail :

Title	CEO & DIRECTOR	Title	CFO/ TREASURER
Name	KAUFMAN, MICHAEL I	Name	SIMMS, DOUGLAS A
Address	3185 S CONGRESS AVE	Address	1744 NW 126 DRIVE
City-State-Zip:	DELRAY BEACH FL 33445	City-State-Zip:	CORAL SPRINGS FL 33071
Title	VP	Title	COO, D, PRESIDENT
Name	BONCZEK, TIMOTHY	Name	LONG, CHRISTOPHER L
Address	3185 SOUTH CONGRESS AVE	Address	12836 NW 18TH COURT
City-State-Zip:	DELRAY BEACH FL 33445	City-State-Zip:	PEMBROKE PINES FL 33028
Title	D	Title	CLO AND CORPORATE SECRETARY
Name	EVANS, JACK DAVID	Name	ATLAS, JOSHUA M
Address	478 20TH AVENUE	Address	3185 SOUTH CONGRESS AVE
City-State-Zip:	INDIAN ROCKS BEACH FL 33785	City-State-Zip:	DELRAY BEACH FL 33445

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL KAUFMANCEO01/02/2025

Electronic Signature of Signing Officer/Director DetailDate

4.3.

REFERENCES AND PAST PERFORMANCE



PROVIDING OPTIONS & SOLUTIONS



- Same Jobsite Location
- Municipal CMAR Project
- Pickleball Courts
- Recreational Facilities
- FGBC features



DORAL CENTRAL PARK

DORAL, FL

Construction of an 82-acres park that seamlessly blends outdoor recreation, indoor recreation, and aquatics. Envisioned as the community recreation and events hub, Central Park offers over 30 different components and programmatic areas, including a 70,000 SF recreation center, events pavilion, an aquatics center with competition pool and leisure pool, basketball courts, tennis/pickleball courts, open greenspace and formal events lawn, nature trails, boat launch a wetland boardwalk trail and more. The project incorporates sustainability features to align with the City's green initiatives.

	82 acres \$129 million
Project Size and Cost:	July 2021 / July 2021
Planned/Actual Start:	May 2025 / May 2025
Planned/Actual Completion:	\$147.6 million / \$142.9 million
Original/Final Budget:	109 (31 Owner: \$4.1 million 78 Field: \$2.785) Field change orders include value engineering and buyout savings by KL and scope alterations by the owner. KL reduced the overall GMP by approximately \$1.5 million. \$4.2 million of value engineering and buyout savings and \$2.7 millions of scope change requested by the owner.
Change Orders:	
Services:	Construction Manager, KL Miami Beach Office
Architect:	Bermello Ajamil & Partners, Inc.
Key Personnel:	Hans Nelson, Randy Perez, Susan Velazquez, Fabian Valladares, Chris Christy, Darryl Ditzel, Winston Newman, Jeff Zalkin, Chase Sammons, Mina Fawzy, Ani Movsesian
Owner:	City of Doral, 8401 NW 53rd Terrace, Doral, FL 33166, (305) 593-6725

Municipal Parking Garage

Recreational Facilities

Security Cameras

EV Chargers



MIAMI BEACH 72ND STREET PARKING GARAGE

MIAMI BEACH, FL

Currently in preconstruction, this project will involve the new construction of an innovative community complex featuring a 600-space parking garage with top level pickleball courts, extensive park and landscaping, community center, library, and rooftop competition swimming pool.

Project Size and Cost:	600 spaces \$95 million
Planned/Actual Start:	August 2026 (anticipated) / TBD
Planned/Actual Completion:	November 2028 (anticipated) / TBD
Original/Final Budget:	\$95 million / \$95 million (anticipated)
Change Orders:	0
Services:	Construction Manager, KL Miami Office
Architect:	Wannemacher Jensen Architects
Key Personnel:	Garret Southern, Mishel Mako, Jeff Zalkin, Chase Sammons, Winston Newman, Chris Christy, Mina Fawzy
Owner:	City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, Rodney Perez, (305) 673-7000, rodneypererez@miamibeachfl.gov

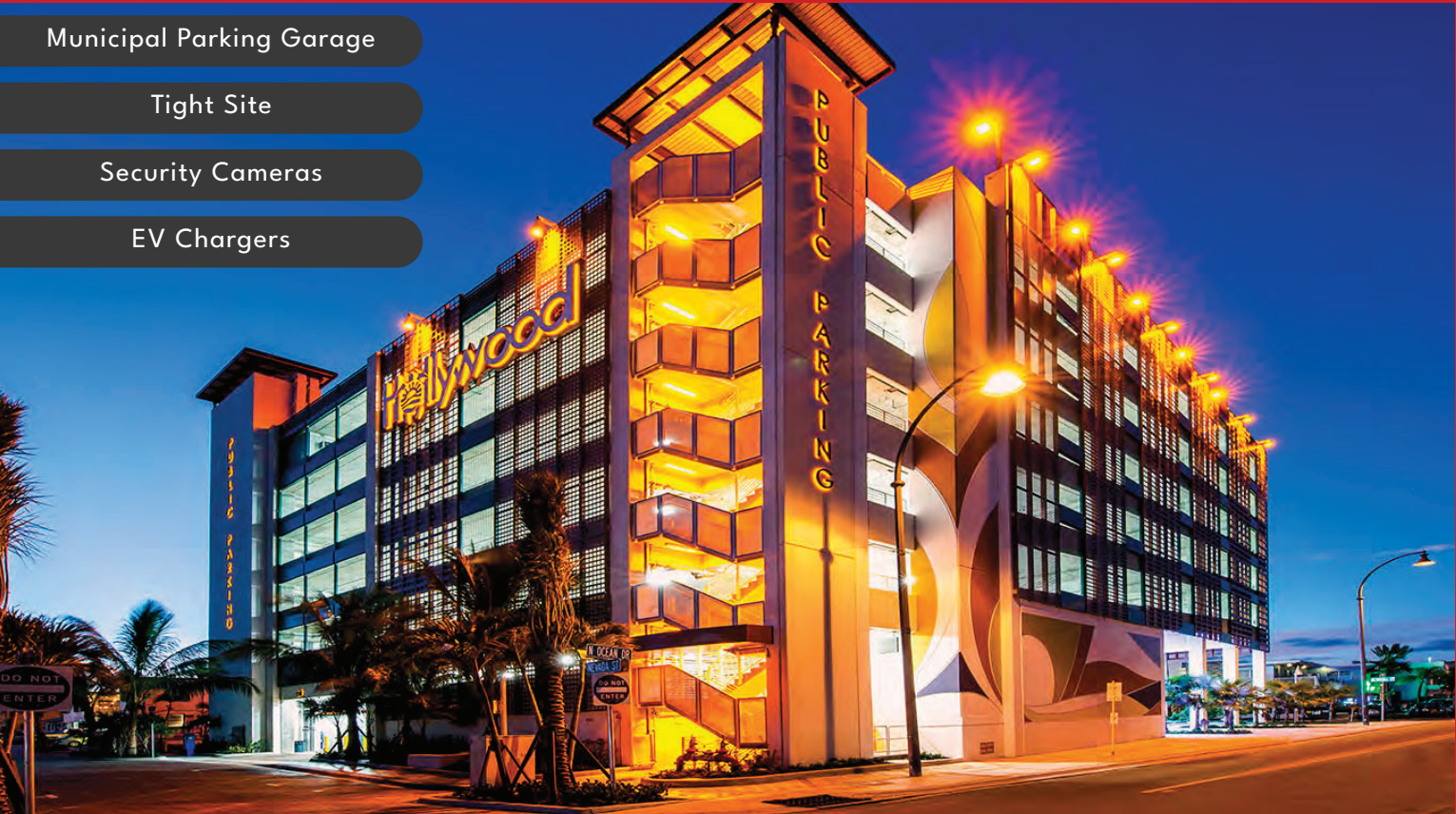


Municipal Parking Garage

Tight Site

Security Cameras

EV Chargers



HOLLYWOOD NEBRASKA STREET PARKING GARAGE

HOLLYWOOD, FL

New construction of a 8-story, 304-space parking garage with electric charging stations and restrooms. The garage features a unique punched metal façade. Located on the barrier island on a tight site, this project included a complex dewatering effort and virtually no laydown space. Maintenance of Traffic (MOT) was coordinated along A1A to ensure safety along the busy corridor.

Project Size and Cost:	128,542 SF, 304 spaces \$12.8 million
Planned/Actual Start:	March 2018 / April 2018
Planned/Actual Completion:	September 2019 / September 2019
Original/Final Budget:	\$14 million / \$12.8 million (\$1.2 million in savings)
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	Kaller Architecture
Key Personnel:	Garret Southern, Jeff Zalkin
Owner:	City of Hollywood, 2600 Hollywood Blvd, Hollywood, FL 33020, Moshe Anuar, (954) 924-2980, manuar@hollywoodfl.org





BRIGHTLINE BOCA RATON STATION PARKING GARAGE

BOCA RATON, FL

New construction of a 4-story parking garage with 455 spaces, including 64 spaces for the adjacent library. In addition to the parking garage, the site offers 12 electric vehicle parking spaces, 101 bicycle spaces for both long term and short term storage, 6 drop off parking spaces in front of the train station and 15 on-street/parallel parking spaces on NW 4th Street.

Project Size and Cost:	146,795 SF \$14.7 million
Planned/Actual Start:	November 2021 / November 2021
Planned/Actual Completion:	December 2022 / December 2022
Original/Final Budget:	\$15.0 million / \$14.7 million (\$300,000 in savings)
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	RLC Architects Retzsch Lanao Caycedo Architects
Key Personnel:	Garret Southern, Jeff Zalkin
Owner:	Brightline, 305 NW 1st Avenue Suite 200, Miami, FL 33128, Brian Kronberg, (305) 521-4805, Brian.kronberg@gobrightline.com City of Boca Raton, 201 West Palmetto Park Road Boca Raton, FL 33432, (561) 393-7700



Parking Garage

EV Chargers

Security Cameras



GOLDEN GLADES INTERMODAL TRANSIT CENTER GARAGE

MIAMI, FL

New construction of a park-and-ride and transit terminal facility designed to support various public transit and complimentary transportation services. Facility includes 10,450 SF of retail, direct access to Tri-Rail via a pedestrian bridge from the new parking garage, 2,375 parking spaces, electrical charging stations, 53 truck spaces and a 4,500 SF transit hub.



Project Size and Cost:	1,028,445 SF \$56.3 million
Planned/Actual Start:	December 2018 / December 2018
Planned/Actual Completion:	February 2022 / February 2022
Original/Final Budget:	\$56.3 million / \$56.3 million
Change Orders:	19 (Owner: 17 Field: 2) (no impact to GMP, DOP Savings)
Services:	Construction Manager, KL Miami Office
Architect:	A&P Consulting Transportation Engineers
Key Personnel:	Garret Southern, Carlos Teijeiro, Jeff Zalkin
Owner:	FDOT, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399, (850) 414-4100 Fernando Sanchez, (305) 989-9646, fsanchez@lead-ec.com



Parking Garage

Sustainable Features

EV Chargers

Active Campus



JM FAMILY PARKING GARAGE

DEERFIELD BEACH, FL

New construction of a 309,572 SF, 831-space parking garage on an active corporate campus housing over 1,200 employees. Sustainability features of this garage include rooftop solar panels and cisterns that are designed to collect up to 200,000 gallons of rain. The cisterns feed the irrigation throughout the campus. The garage, and the entire campus, were built to a 500-year flood standards.

Project Size and Cost:	309,572 SF, 831 spaces \$15.3 million
Planned/Actual Start:	October 2018 / October 2018
Planned/Actual Completion:	October 2019 / October 2019
Original/Final Budget:	\$15.3 million / \$15.3 million
Change Orders:	0
Services:	Design-Build, KL Delray Beach Office
Architect:	PGAL
Key Personnel:	Garret Southern, Randy Perez, Chase Sammons, Jeff Zalkin
Owner:	JM Family Enterprises, 100 NW 12th Avenue, Deerfield Beach, FL 33443, Rob Naylor, (954) 480-7894, rob.naylor@jmfamily.com

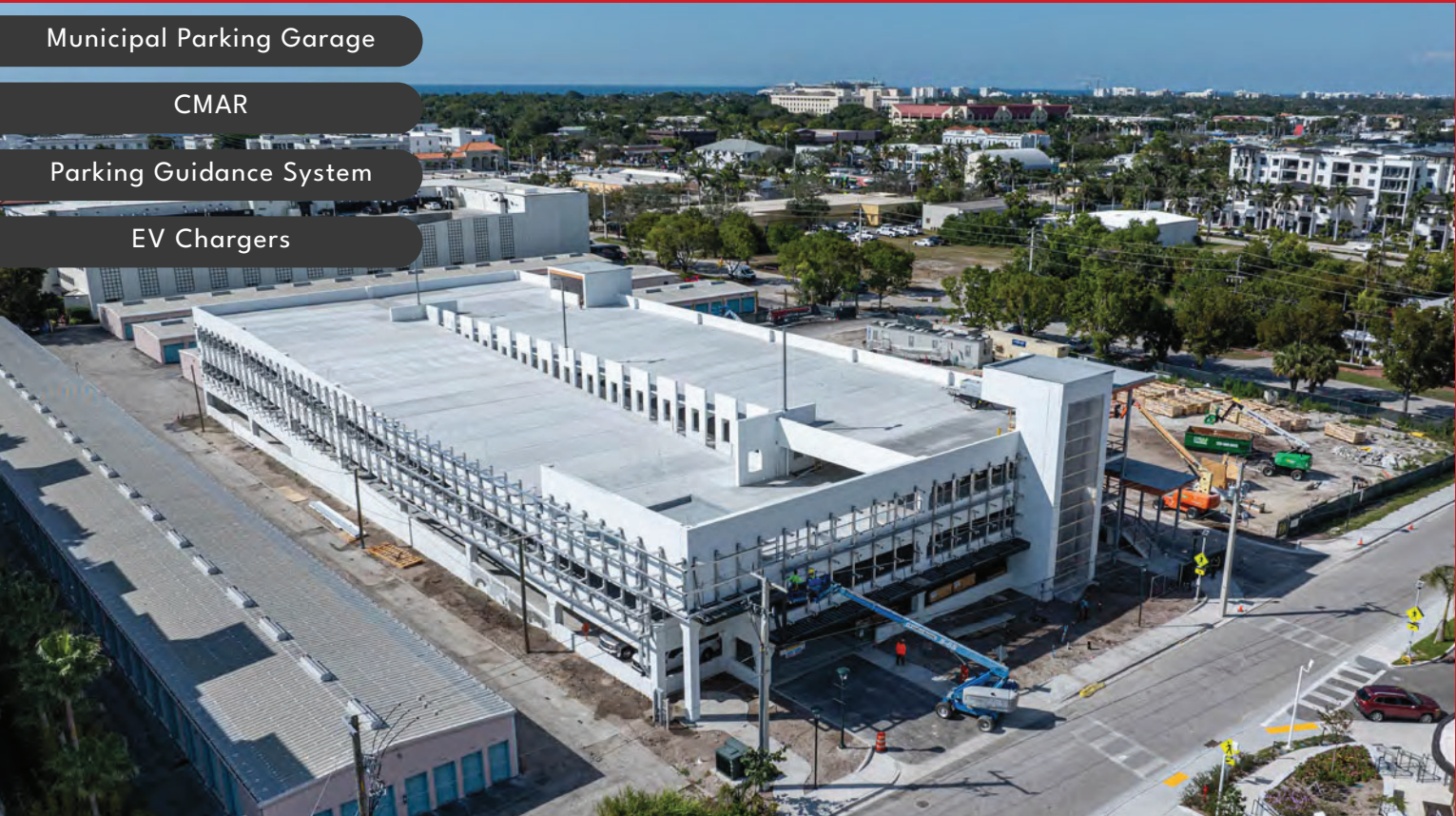


Municipal Parking Garage

CMAR

Parking Guidance System

EV Chargers



NAPLES 1ST AVENUE PARKING GARAGE

NAPLES, FL

New construction of a precast four-level parking garage including 366 spaces and parking space counter system. This hurricane-hardened garage is attached to the new Naples Playhouse and features metal screening and wall panels, bicycle parking, and 8 electric charging stations.

Project Size and Cost:	123,146 SF, 366 spaces \$17.2 million
Planned/Actual Start:	February 2024 / February 2024
Planned/Actual Completion:	March 2025 / May 2025 (Actual completion was timed to align with performing arts center construction occurring nextdoor which this garage was designed to support)
Original/Final Budget:	
Change Orders:	
Services:	\$17.2 million / \$17.2 million
Architect:	0
Key Personnel:	Construction Manager, KL Bonita Springs Office
Owner:	BSSW Architects Winston Newman, Chase Sammons, Jeff Zalkin City of Naples, 735 8th Street South, Naples, FL 34102, Brad Hefner, (239) 213-5005, bhefner@naplesgov.com



Municipal Parking Garage

EV Chargers

Security Cameras



CORAL SPRINGS CITY HALL PARKING GARAGE

CORAL SPRINGS, FL

New construction of a 4-level, 600-space parking garage adjacent to a City Hall. The Municipal Complex was designed with the highest standard of sustainability and energy efficiency within budget. During construction, a pollution prevention plan was incorporated, locally sourced building materials were used, and the natural habitat was preserved. Selective building fenestration with high efficiency glazing, low-flow plumbing, and low-energy light fixtures were used throughout the building and site.

Project Size and Cost:	217,000 SF, 600 spaces \$34 million
Planned/Actual Start:	June 2016 / June 2016
Planned/Actual Completion:	June 2018 / June 2018
Original/Final Budget:	\$32.8 million / \$34 million
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	Song & Associates
Key Personnel:	Garret Southern, Darryl Ditzel
Owner:	City of Coral Springs, 9500 West Sample Road, Coral Springs, FL 33065, Mike Goodrum, (954) 344-1142, mgoodrum@coralsprings.org



Municipal Parking Garage

EV Chargers

Security Cameras



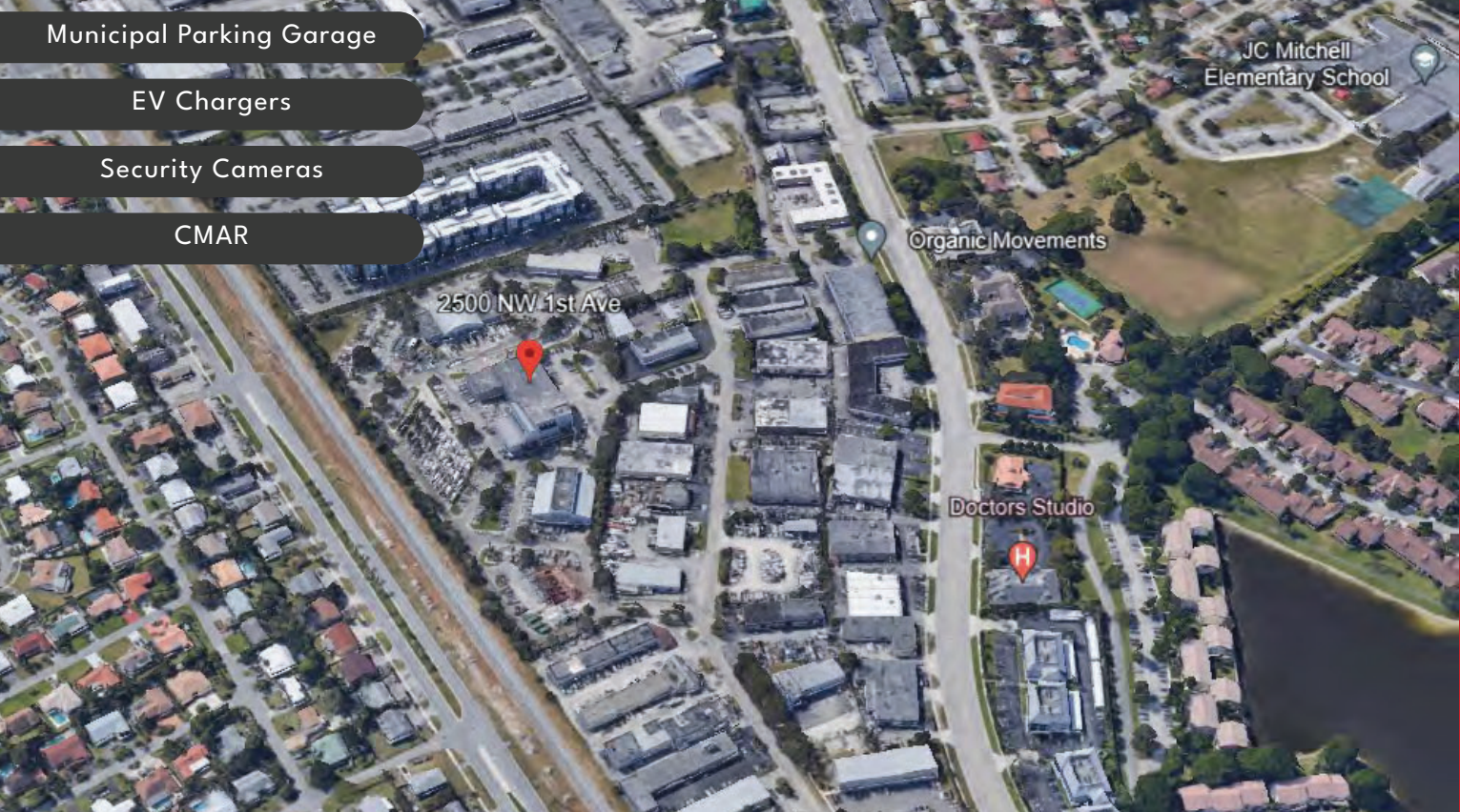
POMPAÑO BEACH MUNICIPAL PIER PARKING GARAGE

POMPAÑO BEACH, FL

Design and construction of a 5-level, 239,646 SF, 662-space parking garage in close proximity to the beach. The design developed by the team reflected the needs of the master development plan and was planned and designed to accept exterior liner structures. The exterior of the garage features undulating abstract sails, evocative of the ocean and maritime location and is in harmony with the Pompano Beach Bridge.

Project Size and Cost:	239,646 SF, 662 spaces \$20.5 million
Planned/Actual Start:	June 2015 / June 2015
Planned/Actual Completion:	July 2016 / June 2016
Original/Final Budget:	\$19.7 million / \$20.5 million (owner added scope)
Change Orders:	0
Services:	Design-Build, KL Delray Beach Office
Architect:	Currie, Sowards, Aguila Architects
Key Personnel:	Garret Southern, Darryl Ditzel
Owner:	City of Pompano Beach, 1190 NE 3rd Ave, Building C, Pompano Beach, FL 33060, Horacio Danovich, (954) 786-7834, drhdhome@gmail.com





BOCA RATON PUBLIC WORKS GARAGE

BOCA RATON, FL

Construction on the occupied Municipal Services Complex site includes a new fleet maintenance garage with additional parking levels for City vehicles. The project will consist of an approximate 33,396 SF ground level fleet garage with 2 overhead parking levels. The fleet garage will include 8 light-duty and 8 heavy-duty full-service bays with associated offices, storage and employee support areas. The new building will include all security and IT features for connectivity to the City's network.

Project Size and Cost:	33,396 SF \$20.0 million
Planned/Actual Start:	June 2026 / June 2026 (anticipated)
Planned/Actual Completion:	December 2027 / December 2027 (anticipated)
Original/Final Budget:	\$20.0 million / \$20.0 million (anticipated)
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	Walters Zackria and Associates
Key Personnel:	Mina Fawzy, Chase Sammons, Winston Newman, Jeff Zalkin
Owner:	City of Boca Raton, 201 West Palmetto Park Road, Boca Raton, FL 33432, Michael Dyko, (561) 393-7959, mdyko@bocaraton-fl.gov

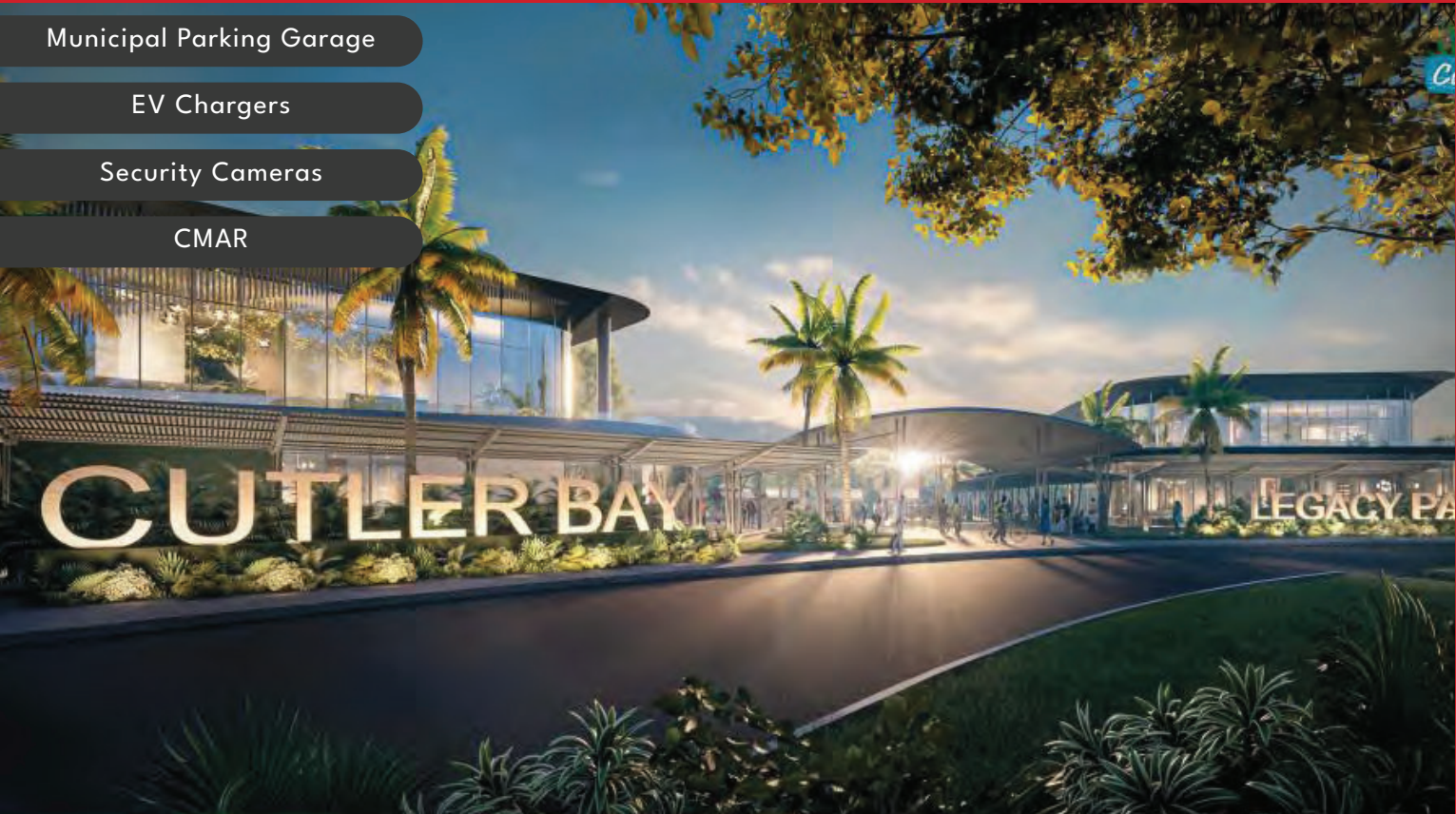


Municipal Parking Garage

EV Chargers

Security Cameras

CMAR



CUTLER BAY LEGACY PARK AND MUNICIPAL COMPLEX

CUTLER BAY, FL

A 16-acre parcel project that will include a resiliency park and municipal buildings that will house the Town Hall, a police station, and a community center with a pool and covered pickleball courts. The project is a combined projected footprint of 40,000 net SF, in addition to a 300-space, 3-story parking garage. LEED Platinum Certification Goal.



Project Size and Cost:	3-story parking garage, 300-spaces \$62.0 million
Planned/Actual Start:	November 2025 / November 2025
Planned/Actual Completion:	June 2027 / June 2027 (anticipated)
Original/Final Budget:	\$62.0 million / \$62.0 million (anticipated)
Change Orders:	0
Services:	Construction Manager, KL Miami Office
Architect:	Saltz Michelson Architects
Key Personnel:	Garret Southern, Mishel Mako, Hans Nelson, Fabian Valladares, Mina Fawzy, Chase Sammons, Winston Newman, Jeff Zalkin
Owner:	Town of Cutler Bay, 21161 Old Cutler Road, Cutler Bay, FL 33157, Rafael Casals, (305) 234-4262, rcasals@cutlerbay-fl.gov



Municipal Project

Pickleball Court

Security Cameras



RIVIERA BEACH FIRE STATION 87

RIVIERA BEACH, FL

Design and construction of a 2-story state-of-the-art 28,000 SF fire station consisting of 4 apparatus bays, a pickleball court, meeting and office space, sleeping facilities, and an Emergency Operations Center.

Project Size and Cost:	28,000 SF \$19.3 million
Planned/Actual Start:	July 2023 / September 2023
Planned/Actual Completion:	January 2025 / November 2024
Original/Final Budget:	\$18.5 million / \$19.3 million (owner added scope)
Change Orders:	2 (Owner: 2 Field: 0)
Services:	Construction Manager, KL Delray Beach Office
Architect:	Currie, Sowards, Aguila Architects
Key Personnel:	Mishel Mako, Chris Christy, Darryl Ditzel, Jeff Zalkin, Winston Newman, Chase Sammons
Owner:	City of Riviera Beach, 600 West Blue Heron Blvd, Riviera Beach, FL 33404, Terrence Bailey, (561) 845-4080, tbailey@rivierabeach.org



Municipal Project

Pickleball Courts

CM at Risk



WEDGE PRESERVE PARK

PARKLAND FL

New construction of a 36-acre park including pickleball courts, multipurpose fields, basketball courts, a ninja course, walking trails and two lakes with boardwalks.

Project Size and Cost:	36-acres \$42.6 million
Planned/Actual Start:	June 2025 / June 2025
Planned/Actual Completion:	November 2026 / October 2026 (anticipated)
Original/Final Budget:	\$42.6 million / \$42.6 million
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	Urban Design Kilday Studios
Key Personnel:	Mishel Mako, Winston Newman, Chase Sammons, Jeff Zalkin, Mina Fawzy
Owner:	City of Parkland, 6600 University Drive, Parkland, FL 33067, Christine Garcia, (954) 757-4121, CGarcia@cityofparkland.org



Municipal Project

Recreational Space

Active Campus



WELLINGTON TOWN CENTER PHASE II

WELLINGTON, FL

This active campus project includes the expansion of the existing Amphitheater, relocation and expansion of a barrier free playground, the removal and replacement of parking areas, the creation of an open green space. The project also required the relocation of mature Royal Palms/ Oaks and other trees, along with the removal and replacement of the existing restroom building with the “Gateway” building.

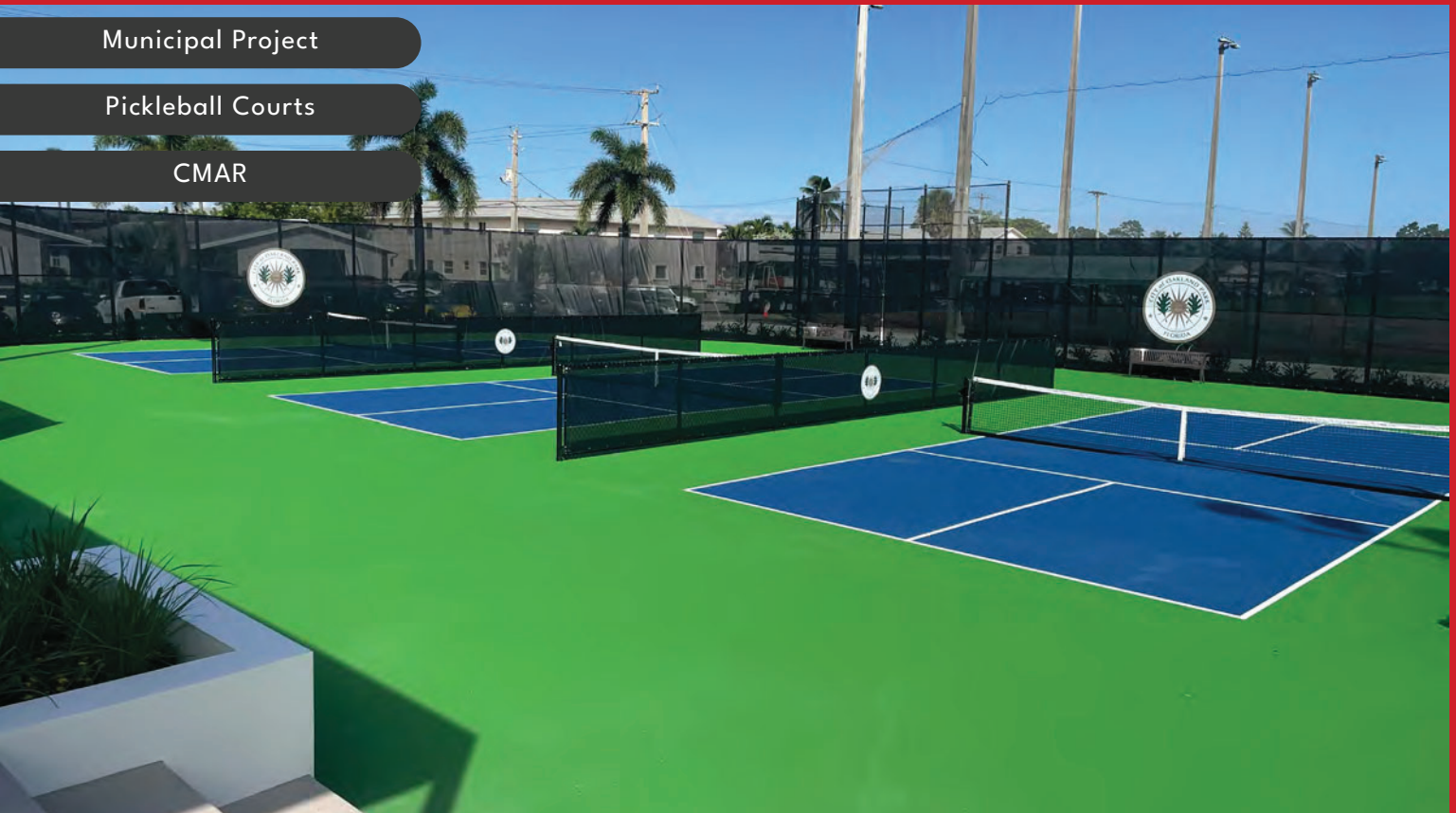
Project Size and Cost:	145,400 SF \$7.3 million
Planned/Actual Start:	May 2021 / May 2021
Planned/Actual Completion:	June 2023 / June 2023
Original/Final Budget:	\$8.2 million / \$7.3 million
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	Urban Design Kilday Studios
Key Personnel:	Winston Newman, Chase Sammons, Jeff Zalkin, Mina Fawzy
Owner:	Village of Wellington, 12300 Forest Hill Blvd, Wellington, FL 33414, Jonathan Reinsvold, (561) 791-4052, jreinsvold@wellingtonfl.gov



Municipal Project

Pickleball Courts

CMAR



OAKLAND PARK CITY PARK

OAKLAND PARK, FL

New construction of a city park including basketball courts, pickleball courts, covered playground, restroom and concessions building, and a splash pad. Future phases of the project will include a library and community center buildings, as well as walking trails and a nature preserve.

Project Size and Cost:	21,471 SF \$5.9 million
Planned/Actual Start:	June 2021 / June 2021
Planned/Actual Completion:	October 2022 / October 2022
Original/Final Budget:	\$5.9 million / \$5.9 million
Change Orders:	0
Services:	Construction Manager, KL Delray Beach Office
Architect:	Chen Moore and Associates
Key Personnel:	Garret Southern, Jeff Zalkin
Owner:	City of Oakland Park, 1100 Park Lane East, Oakland Park, FL 33334, Sierra Marrero, (954) 630-4479, sierra.marrero@oaklandparkfl.gov



4.3.2. PERFORMANCE EVALUATION SURVEY



CITY OF DORAL PROCUREMENT PERFORMANCE EVALUATION SURVEY

RFP No. 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

From:	Horacio Danovich	To: Procurement Department
Company:	City of Pompano Beach	Deadline: December 23, 2025, 3:00pm
Phone No.:	954-786-7834	Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725, X 4020
Email:	drhdhome@gmail.com	Email: performancesurvey@cityofdoral.com
Subject:	Reference for work completed regarding: Pre-Construction and Construction Management at Risk Services	
Additional Details: This is a reference for the Pompano Beach Pier Parking Garage		
You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project: <i>The City of Doral is seeking Responses from a qualified Professional to the provision of providing Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area.</i>		
Company you are providing a reference for: Kaufman Lynn Construction, Inc.		
	Indicate:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		Yes
2. Did this company have the proper resources and personnel by which to get the job done?		Yes
3. Were any problems encountered with the company's work performance?		No
4. Were any change orders or contract amendments issued, other than owner initiated?		No
5. Where all work tasks completed on time based on the original established timeline?		Yes
6. Where the company personnel trained and ready to provide all the custodial services required?		Yes
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		10
8. If the opportunity were to present itself, would you rehire this company?		Yes
9. Please provide any additional comments pertinent to this company and the work performed for you: Staff assigned was great. Communication was superb. Daily management was handled professionally and courteously. The firm was retained for more work afterwards and followed their initial performance with another superior performance.		
Please Complete and return to the attention of: Procurement and Asset Management performancesurvey@cityofdoral.com		
Horacio Danovich		Director
Print Name		Title
		12/08/2025
Signature		Date



CITY OF DORAL PROCUREMENT

PERFORMANCE EVALUATION SURVEY

RFP No. 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

From:	Terrence Bailey	To: Procurement Department
Company:	City of Riviera Beach	Deadline: December 23, 2025, 3:00pm
Phone No.:	561.845.4080	Total #. Of Pages: 1
Fax No.:		Ph. #: 305-593-6725, X 4020
Email:	tbailey@rivierabeach.org	Email: performancesurvey@cityofdoral.com
Subject:	Reference for work completed regarding: Pre-Construction and Construction Management at Risk Services	

Additional Details:

You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:

The City of Doral is seeking Responses from a qualified Professional to the provision of providing Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area.

Company you are providing a reference for: Kaufman Lynn Construction

	Indicate:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		YES
2. Did this company have the proper resources and personnel by which to get the job done?		YES
3. Were any problems encountered with the company's work performance?		NO
4. Were any change orders or contract amendments issued, other than owner initiated?		NO
5. Where all work tasks completed on time based on the original established timeline?		YES
6. Where the company personnel trained and ready to provide all the custodial services required?		YES
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		10
8. If the opportunity were to present itself, would you rehire this company?		YES

9. Please provide any additional comments pertinent to this company and the work performed for you:

KL IS EXTREMELY GOOD AT DELIVERING ON THE COMMUNITIES VISION FOR A PROJECT.

Please Complete and return to the attention of:
Procurement and Asset Management
performancesurvey@cityofdoral.com

TERRENCE N BAILEY

Print Name

T. Bailey

Signature

CITY ENGINEER

Title

12/10/25

Date



CITY OF DORAL PROCUREMENT

PERFORMANCE EVALUATION SURVEY

RFP No. 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area

From:	Fernando Sanchez	To: Procurement Department
Company:	Lead Engineering Contractors	Deadline: December 23, 2025, 3:00pm
Phone No.:	305.989.9646	Total #. Of Pages: 1
Fax No.	305.615.3272	Ph. #: 305-593-6725, X 4020
Email:	fsanchez@lead-ec.com	Email: performancesurvey@cityofdoral.com
Subject:	Reference for work completed regarding: Pre-Construction and Construction Management at Risk Services	
Additional Details:		
Golden Glades Multimodal Transportation Facility		
You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project: <i>The City of Doral is seeking Responses from a qualified Professional to the provision of providing Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area.</i>		
Company you are providing a reference for: <u>Kaufman Lynn Construction</u>		
	Indicate:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		YES
2. Did this company have the proper resources and personnel by which to get the job done?		YES
3. Were any problems encountered with the company's work performance?		NO
4. Were any change orders or contract amendments issued, other than owner initiated?		NO
5. Where all work tasks completed on time based on the original established timeline?		YES
6. Where the company personnel trained and ready to provide all the custodial services required?		YES
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		10
8. If the opportunity were to present itself, would you rehire this company?		YES
9. Please provide any additional comments pertinent to this company and the work performed for you: Knowledgeable company, properly staffed the project with experienced project managers, superintendents, and project engineers. Maintained the project schedule at all times and ensured consistent, timely execution.		
Please Complete and return to the attention of: Procurement and Asset Management performancesurvey@cityofdoral.com		
FERNANDO SANCHEZ		PRESIDENT-MANAGER
Print Name		Title
Signature		12-09-2025
		Date

4.4.

FINANCIAL STABILITY DOCUMENTATION



PROVIDING OPTIONS & SOLUTIONS



TAB 4.4: FINANCIAL STABILITY DOCUMENTATION



4.4.1. DUN & BRADSTREET REPORT

Kaufman Lynn Construction has submitted our Dun & Bradstreet Report in response to the *Vendor Questionnaire, Question 48. Optional Supporting Documentation (Confidential Submission)*, as instructed to do so by The City of Doral.

4.4.2. FINANCIAL CONDITION

Kaufman Lynn Construction is a privately held company. As such and in accordance with Section 11971(1) (c), which states “Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 1197(1) and s.24(a), Art. I of the State Constitution,” we request that our financial information be kept confidential.

To assist with this request, we are providing copies of our CONFIDENTIAL audited financial statements for the last 3 years as a separate document.

TAB 4.4: FINANCIAL STABILITY DOCUMENTATION



4.4.3. INSURANCE REQUIREMENTS

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/2/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS

PHONE (A/C, No, Ext): (646) 572-7300

Lockton Companies, LLC

DBA Lockton Insurance Brokers, LLC in CA

CA license #0F15767

1185 Avenue of the Americas, Ste. 2010

New York NY 10036

FAX (A/C, No):

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

NAMED INSURED AND ADDRESS

1122130

Kaufman Lynn Construction, Inc.

3185 S. Congress Avenue

Delray Beach FL 33445

ADDITIONAL NAMED INSURED(S)

COMPANY NAME AND ADDRESS

NAIC NO: 16535

Zurich American Insurance Company

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE

Property

LOAN NUMBER

POLICY NUMBER

CPP 0111634-10

EFFECTIVE DATE

EXPIRATION DATE

CONTINUED UNTIL TERMINATED IF CHECKED

2/28/2025

2/28/2026

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$

6,725,000

DED: 5,000

☒ BUSINESS INCOME

☐ RENTAL VALUE

X

N/A

If YES, LIMIT: 250,000

☒ Actual Loss Sustained; # of months: 12

BLANKET COVERAGE

X

If YES, indicate value(s) reported on property identified above: \$ 450,000

TERRORISM COVERAGE

X

Attach Disclosure Notice / DEC

IS THERE A TERRORISM-SPECIFIC EXCLUSION?

X

IS DOMESTIC TERRORISM EXCLUDED?

X

LIMITED FUNGUS COVERAGE

X

If YES, LIMIT: 25,000

DED:

FUNGUS EXCLUSION (If "YES", specify organization's form used)

X

REPLACEMENT COST

X

AGREED VALUE

X

COINSURANCE

X

If YES, %

EQUIPMENT BREAKDOWN (If Applicable)

X

If YES, LIMIT: Included

DED: 5,000

ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg

X

If YES, LIMIT: Included

DED: 5,000

- Demolition Costs

X

If YES, LIMIT: Included

DED: 5,000

- Incr. Cost of Construction

X

If YES, LIMIT: Included

DED: 5,000

EARTH MOVEMENT (If Applicable)

X

If YES, LIMIT: 6,500,000

DED: Various

FLOOD (If Applicable)

X

If YES, LIMIT: 6,500,000

DED: Various

WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:

X

If YES, LIMIT: 6,500,000

DED: Various

NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions:

X

If YES, LIMIT: 6,500,000

DED: Various

PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS

X

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

[D605034]

CONTRACT OF SALE

LENDER'S LOSS PAYABLE

LOSS PAYEE

MORTGAGEE

LENDER SERVICING AGENT NAME AND ADDRESS

NAME AND ADDRESS

965949

City of Doral

8401 NW 53rd Terrace

Doral, FL 33166

AUTHORIZED REPRESENTATIVE

ACORD 28 (2016/03)

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RFP 2025-27 | Pre-Construction and CMAR Services for Doral Central Park Parking Garage & Recreation Area

92



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE-Including Special Conditions (Use only if more space is required)

Re: PROPOSAL: No. 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area.

30-day notice of cancellation included.

Attachment Code: D605034 Master ID: J122130, Certificate ID: 965949



City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Dear Kaufman Lynn Construction, Inc. certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 965949.

- Email: Northeast-TSA@lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

TAB 4.4: FINANCIAL STABILITY DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

2/28/2026

DATE (MM/DD/YYYY)
12/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	1456479 Kaufman Lynn Construction, Inc. 3185 S. Congress Avenue Delray Beach FL 33445	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zurich American Insurance Company	NAIC # 16535
		INSURER B : American Guarantee and Liab. Ins. Co.	26247
		INSURER C : --- SEE ATTACHMENT ---	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 16909832 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 7735014-00	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP 7801800-00	2/28/2025	2/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	AUC 7801802-00	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 7735013-00	2/28/2025	2/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	See Attached	N	N	See Attached	2/28/2025	2/28/2026	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PROPOSAL: No. 2025-27 Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area.
City of Doral is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability as required by written contract. The General Liability is Primary and Non-Contributory. Waiver of Subrogation applies in favor of Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract. 30-day notice of cancellation included. Umbrella follows form.

CERTIFICATE HOLDER	CANCELLATION See Attachments
16909832 City of Doral 8401 NW 53rd Terrace Doral, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

TAB 4.4: FINANCIAL STABILITY DOCUMENTATION

Attachment Code: D641264 Master ID: 1456479, Certificate ID: 16909832

<u>Excess Liability- \$15M X \$10M</u>	
Policy#:	0311-7332
Policy Term:	2/28/2025 - 2026
Issuing Co.:	Allied World National Assurance Company
Each Occurrence	\$15,000,000
Aggregate	\$15,000,000
Excess of Umbrella	

<u>Excess Liability - \$10M X \$25M</u>	
Policy#:	CSX00084708P-01
Policy Term:	2/28/2025 - 2026
Issuing Co.:	StarStone Specialty Insurance Company
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
Excess of \$15M X \$10M	

<u>Excess Liability - \$15M X \$35M</u>	
Policy#:	ELD30003990604
Policy Term:	2/28/2025 - 2026
Issuing Co.:	Endurance American Specialty Insurance Company
Each Occurrence	\$15,000,000
Aggregate	\$15,000,000
Excess of \$10M X \$25M	

<u>CPPI (Pollution/Professional)</u>	
Policy#:	EOC 7560174-03
Policy Term:	2/28/2025 - 2026
Issuing Co.:	Steadfast Insurance Company
Retention?	\$250,000
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

Attachment Code: D605032 Master ID: 1456479, Certificate ID: 16909832



City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Dear Kaufman Lynn Construction, Inc. certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 16909832.

- Email: Northeast-TSA@lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

4.4.4. PERFORMANCE BOND AND PAYMENT BOND

It is our intent to use standard AIA bond forms if/when we are awarded the contract.

4.4.5. SURETY BOND COMMITMENT LETTER



December 2, 2025

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Re: Kaufman Lynn Construction, Inc
Project: 2025-27 Pre-Construction and Construction Management at Risk Services
for Doral Central Park Parking Garage & Recreation Area

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Kaufman Lynn Construction, Inc. Their sureties are Berkshire Hathaway Specialty Insurance Company which carries an A.M. Best Rating of A++ XV and Markel Insurance Company which carries an A.M. Best Rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to \$150,000,000 for a single bond and \$700,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Kaufman Lynn Construction, Inc is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett Rosenhaus", with a long horizontal flourish extending to the right.

Brett Rosenhaus
Surety Bond Specialist

3100 S Federal Highway, Suite G, Delray Beach, FL 33483

4.4.6. AUDITED FINANCIAL STATEMENTS

Kaufman Lynn Construction is a privately held company. As such and in accordance with Section 11971(1) (c), which states “Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 1197(1) and s.24(a), Art. I of the State Constitution,” we request that our financial information be kept confidential.

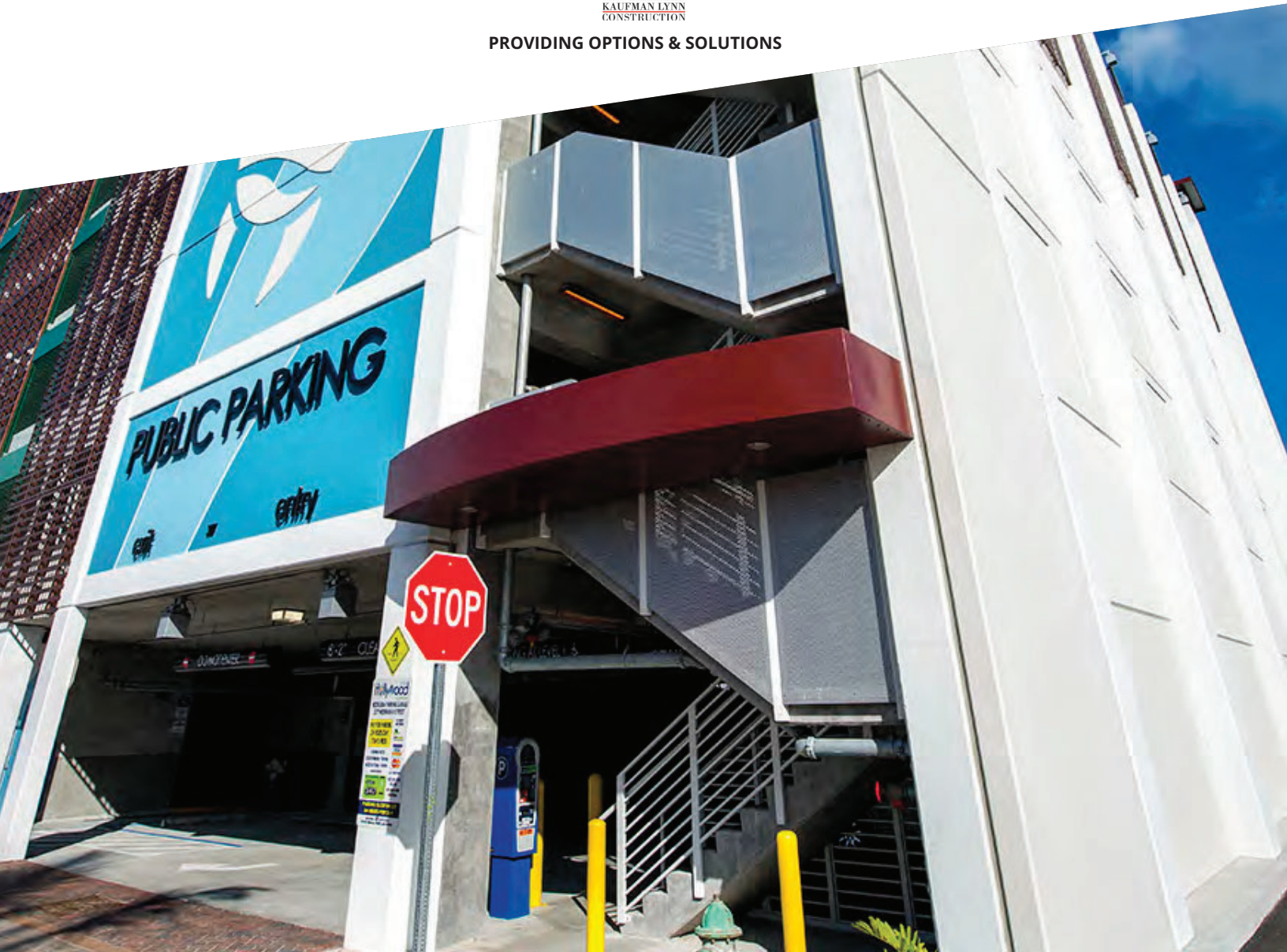
To assist with this request, we are providing copies of our CONFIDENTIAL audited financial statements for the last 3 years as a separate attachment.



SECTION 7 VENDOR RESPONSE FORMS & LETTER IDENTIFYING GOVERNMENT ENTITIES

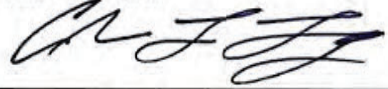


PROVIDING OPTIONS & SOLUTIONS



**AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER
448.095, FLORIDA STATUTES**

In compliance with section 2(b)(1) of 448.095, Florida Statutes,
Name of Entity Kaufman Lynn Construction, Inc.
 hereby affirms that it does not employ, contract
 with, or subcontract with an unauthorized alien.

<u>Chris L. Long</u>	<u>President</u>	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
<u>Kaufman Lynn Construction, Inc.</u>		<u>January 5, 2026</u>
		Date

<u>6303 Blue Lagoon Drive, Suite 400, Miami</u>	<u>FL</u>	<u>33126</u>
Name of Entity	State	Zip Code
<u>6303 Blue Lagoon Drive, Suite 400, Miami</u>	<u>FL</u>	<u>33126</u>
Address of Entity	State	Zip Code

Notary Public Information

Notary Public State of Palm Beach County of _____
 Subscribed and sworn to (or affirmed) before me this January 5th day of 2026

By Chris L Long

He or she is personally known to me ☒ or has produced identification ☐

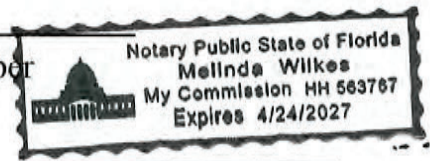
Type of identification produced _____


 Signature of Notary Public

HH 503707
 Serial Number

Melinda Wilkes 4/24/27

Print or Stamp of Notary Public Expiration Date



Notary Public Seal

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Kaufman Lynn Construction, Inc.

Bidder Name

Chris L. Long

Affiant Signature

January 5, 2026

Date Signed

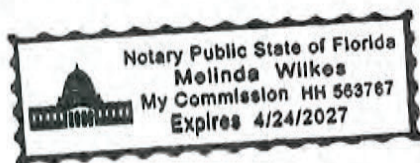
Chris L. Long, President

Affiant Name & Title (Printed)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was affirmed, subscribed, and sworn to before me this 5th day of January, 2026 by means of ☐ physical presence or ☐ online notarization, by Chris L. Long who is personally known to me or who produced the following identification: N/A.

[Notary Seal]



Melinda Wilkes

Notary Public for the State of Florida
My commission expires: 4/24/27

BIDDER QUALIFICATION STATEMENT**RFP No. 2025-27**

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location	CM at Risk Services for Miami Beach 72nd Street Parking Garage, Miami Beach
	City Name	City of Miami Beach
	Contact Person	Rodney Perez
	Contact Telephone No.	(305) 673-7000
	Email Address:	rodneyperez@miamibeachfl.gov
	Yearly Budget/Cost	\$95 million
	Exact Dates of Contract	From: August 2026 To: November 2028
	Project Description	New construction of an innovative community complex featuring a 600-space parking garage with top level pickleball courts, extensive park and landscaping, community center, library, and rooftop competition swimming pool.
2.	Project Name/Location	CM at Risk Services for Hollywood Nebraska Street Parking Garage, Hollywood
	City Name	City of Hollywood
	Contact Person	Moshe Anuar
	Contact Telephone No.	(954) 924-2980
	Email Address:	manuar@hollywoodfl.org



Yearly Budget/Cost \$12.8 million

Exact Dates of Contract From: April 2018 To: September 2019

Project Description New 8-story, 304-space parking garage with electric charging stations and restrooms.

3. Project Name/Location Design-Build Services for Pompano Beach Pier Parking Garage, Pompano Beach

City Name City of Pompano Beach

Contact Person Horacio Danovich

Contact Telephone No. (954) 786-7834

Email Address: drhdhome@gmail.com

Yearly Budget/Cost \$20.5 million

Exact Dates of Contract From: June 2015 To: June 2016

Project Description New 5-level, 239,646 SF parking garage with 662 spaces.

4. Project Name/Location Design-Build Services for Riviera Beach Fire Station 87, Riviera Beach

City Name City of Riviera Beach

Contact Person Terrence Bailey

Contact Telephone No. (561) 845-4080

Email Address: tbailey@rivierabeach.org

Yearly Budget/Cost \$19.3 million

Exact Dates of Contract From: September 2023 To: November 2024

Project Description New cutting-edge 2-story, 28,000 SF fire station with a pickleball court, meeting and office space, sleeping facilities, and an EOC



5. Project Name/Location Contract at Risk Services for
Brightline Boca Raton Station Parking Garage, Boca Raton
- City Name City of Boca Raton Brightline
- Contact Person Brian Kronberg
- Contact Telephone No. (305) 521-4805
- Email Address: brian.kronberg@gobrightline.com
- Yearly Budget/Cost \$14.7 million
- Exact Dates of Contract From: November 2021 To: December 2022
- Project Description New construction of a 4-story parking garage with 455 spaces. The site offers 12 electric vehicle parking spaces, 101 bicycle spaces, 6 drop-off parking spaces in front of the train station and 15 on-street parking spaces.
6. Project Name/Location Design-Build Services for
Golden Glades Intermodal Transit Center, Miami
- City Name FDOT
- Contact Person Fernando Sanche
- Contact Telephone No. (305) 989-9646
- Email Address: fsanchez@lead-ec.com
- Yearly Budget/Cost \$56.3 million
- Exact Dates of Contract From: December 2018 To: February 2022
- Project Description New construction of a park-and-ride and transit terminal facility which included a parking garage with 2,375 spaces, electrical charging stations, 53 truck spaces, and a 4,500 SF transit hub.
7. Project Name/Location Design-Build Services for
J Family Parking Garage, Deerfield Beach
- City Name J Family Enterprises
- Contact Person Rob Naylor
- Contact Telephone No. (954) 480-7894
- Email Address: rob.naylor@mfamily.com



	Yearly Budget/Cost	<u>\$15.3 million</u>
	Exact Dates of Contract	From: <u>October 2018</u> To: <u>October 2019</u>
	Project Description	<u>New construction of a 309,572 SF, 831-space parking garage with innovative sustainability components constructed on an active campus.</u>
8.	Project Name/Location	<u>C at Risk Services for Cutler Bay Legacy Park Municipal Comple , Cutler Bay</u>
	City Name	<u>Town of Cutler Bay</u>
	Contact Person	<u>Rafael Casals</u>
	Contact Telephone No.	<u>(305) 234-4262</u>
	Email Address:	<u>rcasals@cutlerbay-fl.gov</u>
	Yearly Budget/Cost	<u>\$62.0 million</u>
	Exact Dates of Contract	From: <u>November 2025</u> To: <u>June 2027</u>
	Project Description	<u>Construction of a new resiliency park and municipal buildings. The project includes a 3-story, 300-space parking garage.</u>
9.	Project Name/Location	<u>C at Risk Services for edge Preserve Park, Parkland</u>
	City Name	<u>City of Parkland</u>
	Contact Person	<u>Christine Garcia</u>
	Contact Telephone No.	<u>(954) 757-4121</u>
	Email Address:	<u>CGarcia@cityofparkland.org</u>
	Yearly Budget/Cost	<u>\$42.6 million</u>
	Exact Dates of Contract	From: <u>June 2025</u> To: <u>October 2026</u>
	Project Description	<u>New construction of a 36-acre park including pickleball courts, multipurpose fields, basketball courts, a nina course, walking trails, and 2 lakes with boardwalks.</u>



BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, Chris . ong, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

65-0098115
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

aufman ynn Construction, nc.
Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

<u>3185 South Congress Ave</u>		<u>Delray Beach</u>	<u>F</u>	<u>33445</u>
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

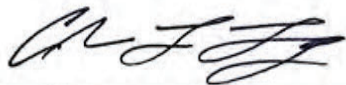
1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>aufman ynn Construction, nc, Employee Stock Ownership Trust icense</u>	<u>3185 South Congress Ave, Delray Beach, F 33445</u>	<u>100 Employee Owned</u> %
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any

interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

None



Signature of Affiant

January 5, 2026

Date

Chris L. Long

Printed Name of Affiant

Sworn to and subscribed before me this 5th day of January, 2026.

Personally known ✓

OR

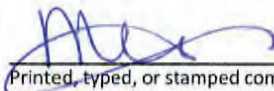
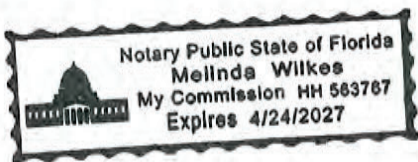
Produced identification _____

Notary Public-State of Florida

N/A

Type of Identification

My commission expires: 4/24/27



Printed, typed, or stamped commissioned name of Notary Public

CERTIFICATE OF AUTHORITY

STATE OF Florida

SS: COUNTY OF Palm Beach

☒ (IF CORPORATION): I HEREBY CERTIFY that at a meeting of the Board of Directors of Kaufman Lynn Construction, Inc., a corporation existing under the laws of the State of Florida, held on January 5, 2026 2025, the following resolution was duly passed and adopted:

RESOLVED, that Chris L. Long, as President of the Corporation, be and is hereby authorized to execute the bid dated January 6, 2026, 2025, to the City of Doral on behalf of this Corporation, and that such execution, attested by the Secretary of the Corporation and with the corporate seal affixed, shall be the official act and deed of this Corporation.

☐ (IF PARTNERSHIP): I HEREBY CERTIFY that at a meeting of the Partners of _____, a partnership existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

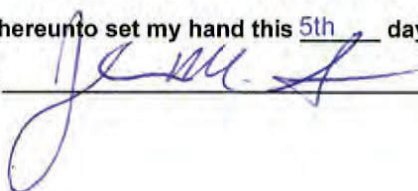
RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the bid dated _____, 2025, to the City of Doral on behalf of this Partnership, and that such execution, attested by _____, shall be the official act and deed of this Partnership.

☐ (IF JOINT VENTURE): I HEREBY CERTIFY that at a meeting of the principals of _____, a corporation existing under the laws of the State of _____, held on _____, 2025, the following resolution was duly passed and adopted:

RESOLVED, that _____ is hereby authorized to execute the proposal of the Joint Venture, dated _____, 2025, to the City of Doral, and to do all acts and deeds necessary on behalf of this Joint Venture in connection therewith.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of January, 2025.

Secretary:  (SEAL)



CONFLICT OF INTEREST DISCLOSURE

Business Name: Kaufman Lynn Construction, Inc.

D.B.A.: _____ Federal I.D. No.: 65-0098115

Business Address: 3185 South Congress Ave

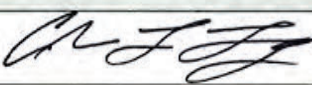
City: Delray Beach State: FL Zip: 33445

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: <u>None</u> _____ _____ _____	☐ Relationship to employee ☐ Interest in vendor's company ☐ Other (please describe below) _____ _____ ☒ No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
	<u>1/5/2026</u>	<u>Chris L. Long</u>
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

LIST OF PROPOSED SUBCONTRACTORS

- ☒ BIDDER confirms no Subcontractors will used on this project if they are awarded the contract.
- ☐ BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE	SUBCONTRACTOR NAME, ADDRESS AND LICENSE #
<u>We will have no subcontractors for the preconstruction phase of the project - KL has one of the largest in-house preconstruction departments in South Florida and will handle all services.</u>	

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Subcontractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

NO CONTINGENCY AFFIDAVIT

RFP No. 2025-27

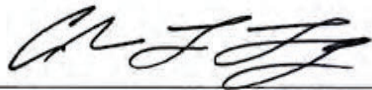
State of Florida)
)

SS
County of Palm Beach)

BEFORE ME, the undersigned authority, personally appeared Chris L. Long, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are Officer (City, Partner, Officer, Representative or Agent) of Kaufman Lynn Construction, Inc., the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

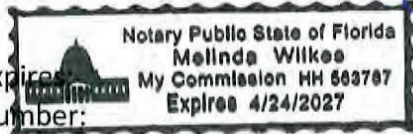
FURTHER AFFIANT SAYETH NOT

By: 

Print Name: Chris L. Long

SWORN TO AND SUBSCRIBED before me this 5th day of January 2026, 2025 by Chris Long, who is personally known to me or has produced _____ as identification.

My Commission Expires
My Commission Number:




Notary Public
State of Florida at Large



City of Doral Procurement

PROPOSER'S CERTIFICATION

RFP No. 2025-27

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

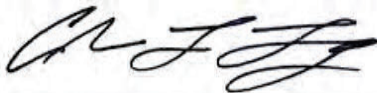
I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Kaufman Lynn Construction, Inc.

Name of Business

By:



Signature

Chris L. Long

Name and Title, Typed or Printed

3185 South Congress Ave

Mailing Address

Delray Beach, FL 33445

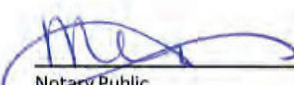
City, State and Zip Code

(561) 361-6700

Telephone Number

Sworn to and subscribed before me

this 5th day of January, 2026


Notary Public

STATE OF Florida

4/24/27
My Commission Expires



Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal.



City of Doral Procurement

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Doral
by Chris L. Long, President
[Print individual's name and title]
for Kaufman Lynn Construction, Inc.
[Print name of submitting sworn statement]
whose business address is 6303 Blue Lagoon Drive, Suite 400, Miami, FL 33126
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0098115.
If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____
[Social Security Number]

2. I understand that a "public entity crime" as defined in Paragraph Section 287.133 (1)(g),
Florida Statutes, means

a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

Required Submission Forms

income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Initial next to statement which applies.]

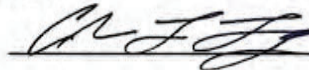
☒ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or against who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

Required Submission Forms

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

 Chris L. Long, President
[Signature]

Sworn to and subscribed before me this 5th day of January, 2026 personally known ☒ OR produced identification _____.

Notary Public – State of Florida

My commission expires 4/24/27

(Type of Identification) 

(Printed typed or stamped commission name of notary public.)



Required Affidavit Regarding the Use of Coercion for Labor and Services

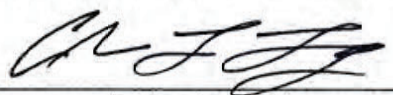
Contractor Name: Kaufman Lynn Construction, Inc.
Contractor FEIN: 65-0098115
Contractor's Authorized Representative Name and Title: Chris L. long, President
Address: 3185 South Congress Ave
City: Delray Beach State: FL Zip: 33445
Phone Number: (561) 886-4304
Email Address: clong@kaufmanlynn.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The District Board of Trustees of Miami Dade College, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: 
Authorized Signature

Print Name and Title: Chris L. Long

Date: January 5, 2026

TIE BIDS CERTIFICATION

RFP NO. 2025-27

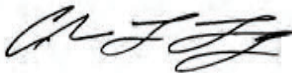
I, Chris L. Long, President
(Individual's Name) (Title)

of the Kaufman Lynn Construction, Inc., do hereby certify that
(Name of Company)

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the time-stamp of the submittal of the RFP to determine the earliest received RFP proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

I understand the requirements/procedures for Tie Bids.

Attachment of this executed form, as such, is required to complete a valid bid proposal.



Individual's Signature

January 5, 2026

Date



City of Doral Procurement

TRUTH IN NEGOTIATING CERTIFICATION

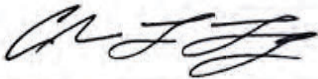
RFP NO. 2025-27

I, Chris L. Long, President
(Individual's Name) (Title)

of the Kaufman Lynn Construction, Inc., do hereby certify that
(Name of Company)

Wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this RFP and the Agreement related thereto will be accurate, complete, and current at the time of contracting.

I further agree that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

Individual's Signature 
Date January 5, 2026



City of Doral Procurement

2.1.2. LETTER IDENTIFYING ALL GOVERNMENT ENTITIES



Joshua M. Atlas, Esq.
Chief Legal Officer
JAtlas@KaufmanLynn.com
o 561.361.6700 | c 954.829.8855

www.kaufmanlynn.com

CGC 021732 (FL) 77709 (NC)

January 5, 2026

City of Doral, Florida

**Re: Kaufman Lynn Construction, Inc's Response to RFP No. 2025-27
Doral Central Park Parking Garage & Recreation Area**

To whom it may concern,

Kaufman Lynn Construction, Inc. has not entered into, and is not currently a party to, any agreements, contracts or other arrangements with any federal, state or local governmental entities for the purpose of providing instruction or instructional services. If you should have any additional questions, please feel free to contact me directly.

Sincerely,

Joshua M. Atlas, Esq.

Delray Beach, Florida: 3185 South Congress Avenue, Delray Beach, FL 33445 | o 561.361.6700 | f 561.361.6979

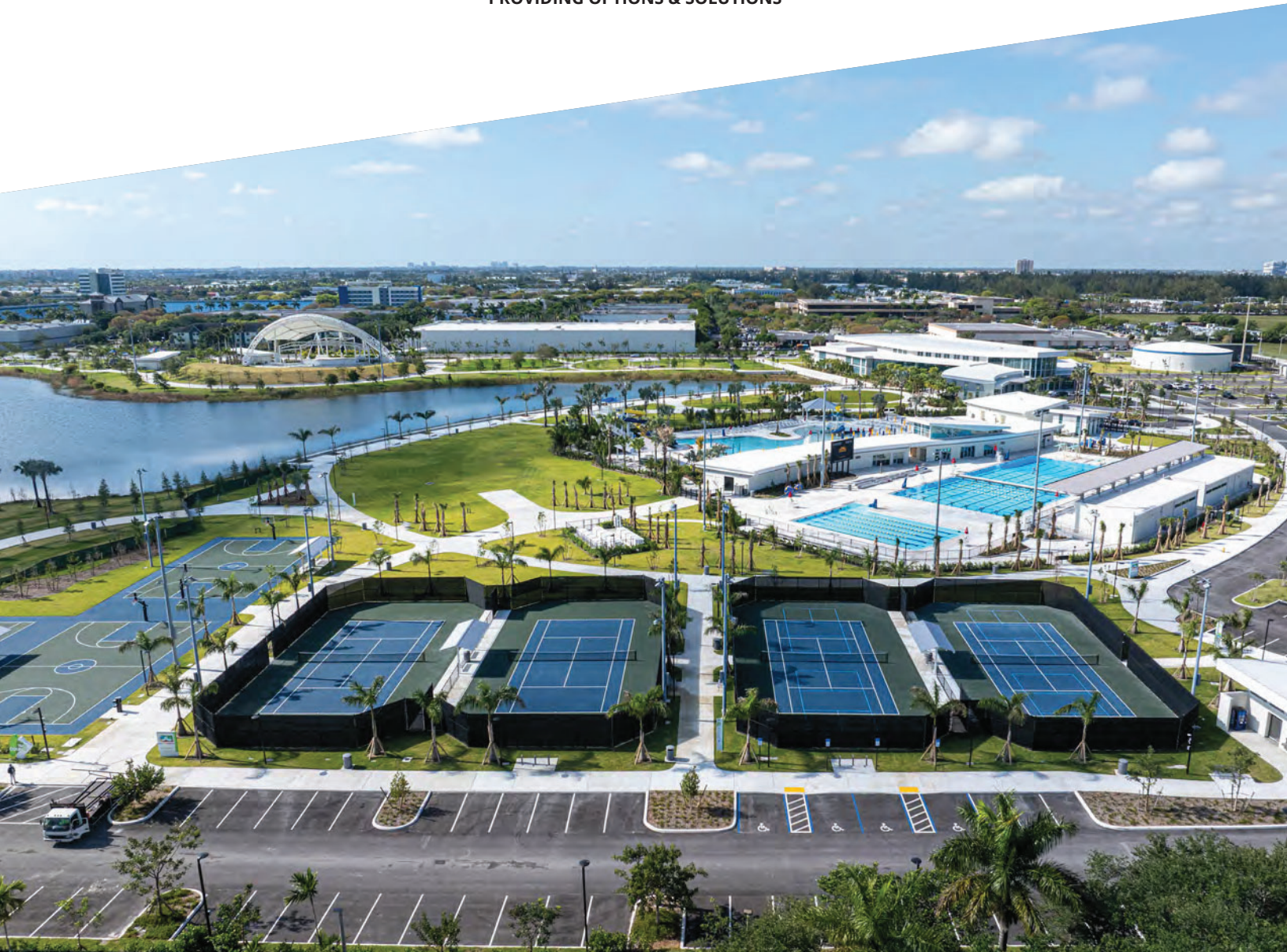
Bonita Springs, Florida: 9420 Bonita Springs Road, Suite 100 | Bonita Springs, FL 34135 | o 239.331.5130 | f 239.403.7842



ADDITIONAL ATTACHMENTS



PROVIDING OPTIONS & SOLUTIONS



TAB D: ADDITIONAL ATTACHMENTS



4.1.4., ITEM 9: PROJECT DELIVERABLE EXAMPLES



Doral Central Park

PHASE 4

Table of Contents

1. Subcontractors Contact List
2. 2-Year Contractor Warranty (Kaufman Lynn Construction)
3. 2-Year Subcontractors Warranty (Letters of Warranty) & Manufacturer Warranties
4. Maintenance Service
5. Operation and Maintenance Manuals
6. MEP and Building Certificates, Letters and Test Results
7. Record Documents
8. Owner Trainings (In Flash Drive)
9. Project RFIs and Submittals/Shop Drawings (In Flash Drive)
10. Attic Stock Material Transmittals



Doral Central Park

October 23rd, 2024 Update



News for this week:

- ❖ **Site Work:**
 - Orchidman continue laying trees throughout the REC Center & Aquatic center areas towards the Lake. And have been laying trees along 92nd Ave going North towards NW 33rd Street.
 - Central Civil continue installation of the Tree grates along the Promenade wall. Continue working on the Turn Lane entrance along 92nd Ave; Grading the 92nd ST entrance, and grading the roundabouts, espionage walk, and plaza.
 - LTG continue perimeter fence installation on the west side of the project.
 - Orchidman is continuing good progress on irrigation throughout the phase, as well as installing sod and trees in prepped green areas.
 - Sport Surfaces started the Tennis courts surfacing.
- ❖ **PH 2 & 3 Punchlist/PH 4 Tennis & Basketball Courts:**
 - Orchidman, Central Civil, and GWS continue addressing all punch list items.
 - Sport Surfaces continue the rest of the installation of the Tennis courts & Basketball courts.
- ❖ **REC Center:**
 - C. Davis continue testing the overhead Rough-In level 1 & 2 Fire Alarm and trimming out all devices and lights.
 - Caballero Plumbing continue QA/QC at the REC Center on level 1 and 2.
 - Alpha-cladding continue QA/QC of entire REC Center.
 - Acousti Ceilings continue installation of ceiling tiles at Level 1 of the REC Center.
 - Steel Fabricators finalizing installation of exterior stainless-steel metal handrails; doing QA/QC of entire REC Center.
 - SSE continue installation of the Gym Flooring.
 - McDermott is continuing installation of Tile flooring (Luxury Tile & Porcelain Tile) on Level 1.
 - SSE is finalizing install of the Mondo Flooring on the second floor of the REC Center.
- ❖ **Aquatics Center/Pool/Outbuilding E/Maintenance Building**
 - RDC is currently installing tile in the leisure pool, preparing to start work at the competition pool when concrete is complete.
 - McDermott is wrapping up all remaining tile work throughout the aquatics center.
 - Atlantic Interior continuing stucco punchout at all Aquatics buildings and completing drywall installation installing at the Support Building.
 - Caballero Plumbing continue installing the fixtures at the Grandstand Building. And connecting Rainwater Leaders at the Support building.
 - Southeast Mechanical is finalizing insulation of ductwork at the grandstand building. Continue installing the Shower Fixture stainless steel covers.
 - SCS continues painting the Grandstand canopy conduits, storage room, and other exterior sections.
 - Triple M Roofing is currently installing flashing around the grandstand building.
 - Lotspeich is finalizing installation of door hardware at all Aquatics Buildings.
 - Bay to Bay has begun the flooring in the grandstand building.
 - Punch list items are being completed at the maintenance building.

Activities Next Week:

- ❖ **Site Work:**
 - Orchidman continue laying trees throughout the REC Center & Aquatic center areas towards the Lake. And have been laying trees along 92nd Ave going North towards NW 33rd Street. Will continue with irrigation throughout the phase, as well as installing sod and trees in prepped green areas.
 - Central Civil continue installation of the Tree grates along the Promenade wall. Continue working on the Turn Lane entrance along 92nd Ave; Grading the 92nd ST entrance, and grading the roundabouts, espionage walk, and plaza.
 - LTG will continue perimeter fence installation on the west side of the project.
- ❖ **PH 2 & 3 Punchlist/PH 4 Tennis & Basketball Courts:**
 - Orchidman, Central Civil, and GWS will continue addressing all punch list items.
 - Sport Surfaces continue the rest of the installation of the Tennis courts & Basketball courts.
- ❖ **REC Center:**
 - C. Davis will continue testing the overhead Rough-In level 1 & 2 Fire Alarm.
 - Caballero Plumbing will continue QA/QC at the REC Center on level 1 and 2.
 - Alphacladding will continue QA/QC of entire REC Center.
 - Acousti Ceilings will continue installation of ceiling tiles at Level 1 of the REC Center
 - Steel Fabricators will finish installation of exterior stainless-steel metal handrails; doing QA/QC of entire REC Center.
 - Bonded Lightning will continue installation of Lightning Protection at the REC Center.
 - McDermott will continue installation of Tile flooring (Luxury Tile & Porcelain Tile) on Level 2.
 - SSE will continue installing Mondo flooring on the second floor of the REC Center and continue installation of the Gym Flooring.
- ❖ **Aquatics Center/Pool/Outbuilding E/Maintenance Building:**
 - C. Davis will continue rough-In's and Trim-out at all the Aquatics buildings.
 - RDC will continue installing Trench drain around the competition and training pool. Continue installing coping at the leisure pool.
 - McDermott will continue installing Wall Tile at the Grandstand Building.
 - Atlantic Interior will continue stucco punchout at all Aquatics buildings. Continue framing in the support building. Will continue installing drywall at the grandstand Building and Support Building.
 - Caballero Plumbing will continue installing the fixtures at the Locker Room Building. And connecting Rainwater Leaders at the Support building.
 - Southeast Mechanical will finish insulation of ductwork at the grandstand building. And are installing the Shower Fixture stainless steel covers.
 - SCS will continue Interior of Outbuilding E, and Support Building; will continue exterior of the Grandstand.
 - Triple M Roofing will complete the gutter install at the Grandstand building.
 - Lotspeich will finish installation of door hardware at all Aquatics Buildings.
 - Low voltage vendors will continue pulling wire at the Aquatics Buildings.
 - Advanced Woodworking will continue the millwork install at the Concession stand of the Support Building.
 - Bay-to-Bay will begin epoxy flooring at the Grandstand building and will complete the epoxy floors at the support building.
 - Walker will finalize the install of all the canopies at the Aquatics Buildings.



Doral Central Park

October 23rd, 2024 Update



Sneak Peak at Construction





Owner Contingency Log

Doral Central Park

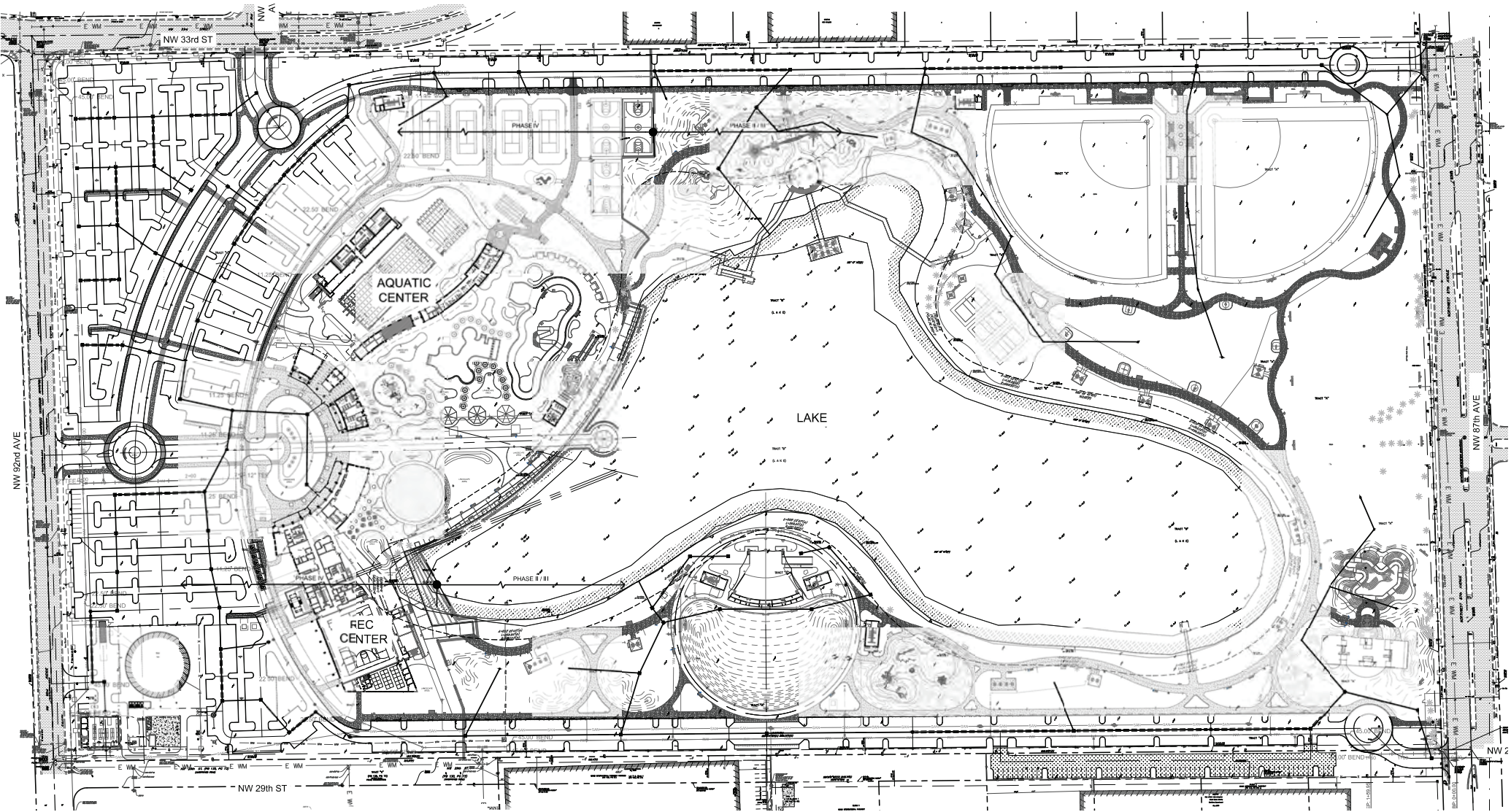
Owner Contingency Log									
Thursday, December 4, 2025									
PCPCQ#2	Phase	SUB	RFI #	Description	Additions	Credits	CO Reason	Notes	Status
	All	CO							
	2/3								
	All								
	4								
	4								
	4								
67	4								
	4								
	4								
	4								
	4								
	4								
	4								
	ALL								
	4								
	4								
	4								



Contractor Contingency Adjustment Log

Doral Central Park

Contractor Contingency Adjustment Log						
Thursday, December 4, 2025						
Request #	Phase	SUB	RFI#	Description	Amount	Notes
001						
002						
003						
004						
005						
006						
007						
008						
009						
010						
11						
12						
13						





Kaufman Lynn Construction, Inc.
 3185 S. Congress Avenue
 Delray Beach, Florida 33445
 P: 561-361-6700
 F: 561-361-6979

Project: 1108 Doral Central Park
 3000 NW 87th Avenue
 Doral, Florida 33172

OAC Meeting Minutes: Meeting #166

Meeting Date	Oct 30, 2024	Meeting Time	01:00 pm - 02:00 pm Eastern Time (US & Canada)
Meeting Location	Microsoft Teams	Video Conferencing	Join Meeting Link
Overview	Weekly OAC Meeting with KL, PMT, BA, and COD.		
Notes			
Attachments	10.30.24 Owner Update (DCP).pdf , Manpower Log from 10.21.24 to 10.27.24.pdf		

Scheduled Attendees

Name	Company	Phone Number	Email	Attendance
Laura Gonzalez	AECOM		laura.gonzalez.aecom@cityofdoral.com	Present
James Wille	AECOM	P: (305) 444-4691	james.wille@aecom.com	Present
Scott Bakos	Bermello Ajamil & Partners, Inc.	P: (305) 989-9953	sbakos@bermelloajamil.com	Absent
Daniel Balean	Bermello Ajamil & Partners, Inc.	P: (786) 713-9334	dbalean@bermelloajamil.com	Absent
Eylin Fernandez	City of Doral		eylin.fernandez@cityofdoral.com	
Gladys Gonzalez	City of Doral		gladys.gonzalez@cityofdoral.com	
Mario Leon	City of Doral		mario.leon@cityofdoral.com	Present
Lazaro Quintero	City of Doral	P: (305) 593-6740	lazaro.quintero@cityofdoral.com	Absent
Sara Sencion	City of Doral	P: (305) 593-6725 ext. 6020	sara.sencion@cityofdoral.com	Present
Erin Sullivan	City of Doral	P: (305) 593-6740	erin.sullivan@cityofdoral.com	Present
Luis Rodriguez	Cordova Rodriguez & Associates	P: (954) 880-0180	lrodriguez@craengineering.com	Present
Tate Beason	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	tbeason@kaufmanlynn.com	Absent
Gabriel Briceno	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	gbriceno@kaufmanlynn.com	Present
Matt Carney	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	mcarney@kaufmanlynn.com	Present
Ed Hernandez	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	ehernandez@kaufmanlynn.com	Present
John Hughes	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	jhughes@kaufmanlynn.com	Present

Meeting #166 - OAC Meeting

Project: 1108 Doral Central Park

Name	Company	Phone Number	Email	Attendance
Edwin Pereyra	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	epereyra@kaufmanlynn.com	Present
Randy Perez	Kaufman Lynn Construction, Inc.	P: (561) 886-7135	raperez@kaufmanlynn.com	Present
Andy Salcedo	Kaufman Lynn Construction, Inc.	P: 561-361-6700	asalcedo@kaufmanlynn.com	Present
Chase Sammons	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	csammons@kaufmanlynn.com	Present
Garret Southern	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	gsouthern@kaufmanlynn.com	Absent
Susan Velazquez	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	svelazquez@kaufmanlynn.com	Present
David Wilson	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	davidwilson@kaufmanlynn.com	Present

Schedule Review

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Recent Progress	Randy Perez (Kaufman Lynn Construction, Inc.)			Open
		Description Construction Progress Update				
		Official Documented Meeting Minutes				

Meeting #166 - OAC Meeting

Project: 1108 Doral Central Park

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

Meeting #166 - OAC Meeting

Project: 1108 Doral Central Park

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
						rt

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	11	Critical Dates	Scott Bakos (Bermello Ajamil & Partners, Inc.) Daniel Balean (Bermello Ajamil & Partners, Inc.)	Feb 7, 2022		Open
		Description Milestone Activity Dates				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	159	Weather Delays			High	Open
		Description List of Weather Delays as defined in § 15.1.6.2 The Contractor has not included in its schedule anticipated delays for weather and Contractor's schedule is based on a five-day work week except for Holidays. Accordingly, to the extent one (1) Rain Day (as defined below) occurs in any given week (Monday through Friday) delaying the Project and thereby reducing the work week, Contractor shall make-up for such delay on the following Saturday for which no additional time or costs can be claimed, unless the subsequent weekend falls on a holiday. To the extent any delays exceed more than one (1) Rain Day in any given week from Monday through Saturday, such delays shall be deemed an Adverse Weather Condition not reasonably anticipated for which the Contractor shall be entitled to an extension of the Contract Time and an equitable adjustment in the Contract Sum including but not limited to additional daily and extended general conditions costs. A "Rain Day" is any day in which a rain or other inclement weather at the site is sufficient to prevent Contractor from performing critical path activities for a period greater than three hours.				

Meeting #166 - OAC Meeting

Project: 1108 Doral Central Park

Design Discussions

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	72	FPL		Jan 15, 2022	High	Open
	Official Documented Meeting Minutes					
	P O (					

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.2	1	FFE	Joanne Regidor (AECOM)	Feb 25, 2022		On Hold
		Description Discussion for FFE Responsibilities and Status				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
		Official Documented Meeting Minutes				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.3	10	Off-Site Work	Scott Bakos (Bermello Ajamil & Partners, Inc.) George Garcia (AECOM)	Feb 18, 2022		Open
		Description				
		Discussion regarding the easements outside of the sitework.				

Meeting #166 - OAC Meeting

Project: 1108 Doral Central Park

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.5	62	IT Meeting				Open
		Description IT Meeting Discussion				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.6	126	Path to Water Meters				Open

Permitting

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.1	1	Phase 1 (Permitting)	Daniel Balean (Bermello Ajamil & Partners, Inc.) Scott Bakos (Bermello Ajamil & Partners, Inc.)	Feb 4, 2022		Open

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	1	Phase 2/3 (Permitting)	Daniel Balean (Bermello Ajamil & Partners, Inc.) Scott Bakos (Bermello Ajamil & Partners, Inc.)	Feb 18, 2022		Open
		Description Permitting of Phase 2/3 (Doral Permit Number: DORAL-BDRV-2104-0128) (DERM Permit Number: 2022014990)				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.4	1	Phase 4 Recreational Center & Phase 4 Aquatics(Permitting)	Daniel Baean (Bermello Ajamil & Partners, Inc.) Scott Bakos (Bermello Ajamil & Partners, Inc.)			Open
Description Permitting of Phase 4 Rec (Doral Permit Number: Doral-BDCC-2205-04110) (DERM Permit Number: 2022016246)						

Meeting #166 - OAC Meeting

Project: 1108 Doral Central Park

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.5	70	Department of Health (DOH) - Aquatic Permit	Daniel Balean (Bermello Ajamil & Partners, Inc.)	Dec 21, 2022	Medium	Open
Description Public Pool Operating Permit from the Department of Health.						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.6	78	Sub-Permits				Open
Description Discussion on status of Sub-Permits for Subcontractors						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

Submittals

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
8.1	26	Review Open/Outstanding Submittals	Susan Velazquez (Kaufman Lynn Construction, Inc.) Scott Bakos (Bermello Ajamil & Partners, Inc.)			Open
		Description Urgent/Outstanding Submittal Review				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status

New Business

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
9.1	1	Discussion of New Business				Open
		Description New Business Discussion				

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.
Please contact Kaufman Lynn Construction, Inc. if there are any discrepancies or questions with the content of these minutes.



Kaufman Lynn Construction, Inc.
3185 S. Congress Avenue
Delray Beach, Florida 33445
P: 561-361-6700
F: 561-361-6979

Project: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

DCP - Permits/REV Drawings/Sub-Permit Update Meeting Minutes: Meeting #44

Meeting Date Jun 24, 2025 **Meeting Time** 10:30 am - 11:30 am Eastern Time (US & Canada)

Meeting Location Microsoft Teams Meeting **Video Conferencing Link** [Join Meeting Link](#)

Overview Review of Permits, revised drawings, and Sub-Permits being processed.

Notes

Attachments

Scheduled Attendees

Name	Company	Phone Number	Email	Attendance
Daniel Balean	Bermello Ajamil & Partners, Inc.	P: (786) 713-9334	dbalean@bermelloajamil.com	Present
Nicole Gil	City of Doral		nicole.gil@cityofdoral.com	Present
Lazaro Quintero	City of Doral	P: (305) 593-6740	lazaro.quintero@cityofdoral.com	
Sara Sencion	City of Doral	P: (305) 593-6725 ext. 6020	sara.sencion@cityofdoral.com	
Gabriel Briceno	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	gbriceno@kaufmanlynn.com	
Matt Carney	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	mcarney@kaufmanlynn.com	Present
Randy Perez	Kaufman Lynn Construction, Inc.	P: (561) 886-7135	raperez@kaufmanlynn.com	
Susan Velazquez	Kaufman Lynn Construction, Inc.	P: (561) 361-6700	svelazquez@kaufmanlynn.com	

PERMITS

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	PHASE 1 Permits				Open
		Description PHASE 1				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	PH 4 Permits				Open
		Description				
		Permit Number: BDCC-2205-0411 - Central Park Phase 4 Vertical Construction				

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.4	4	PH 4 - Foundation Permit				Open
		Description				
		This Permit is pending to be closed in the City of Doral Portal				

Sub-Permits - Ph 2 & 3 and Ph 4

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	Sub-Permits Pending				Open
	Description Pending to be Processed under Ph 2 & 3 Master Permit #BDCC-2104-0128 and Phase 4 Master Permit #BDCC-2205-0411					

On-Going Inspections

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	7	Ph 4 Inspections				Open
Description Discussion of on-going inspections that are scheduled under the PH 4 Master Permit (BDCC-2205-0411) for deferred submittals or on-going inspections that are scheduled under Sub-Records created under the PH 2 & 3 Master Permit.						

Open Discussion

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	Any new items to discuss				Open
	Previous Meeting Minutes Jun 10, 2025 <i>(None)</i>					

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.
Please contact Kaufman Lynn Construction, Inc. if there are any discrepancies or questions with the content of these minutes.



Kaufman Lynn Construction, Inc.
Job #: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

RFI Log (OAC)

RFI Log for OAC Meeting

RFIs

RFI #	Subject	Location	Status	Responsible Contractor	Date Initiated	Assignees	Due Date	Ball In Court	RFI Manager	Due Date Variance
CON-956	Ph 4 Rec Center - Sequence Numbering of Lockers	Phase 04 Recreational Center	Open	SDI Mardale Specialties Direct Inc	09/04/2024	Daniel Balean Lazaro Quintero	09/11/2024	Daniel Balean Lazaro Quintero	Susan Velazquez	-7
CON-955	P4 - Drains at Promenade	Phase 04 Recreational Center	Open	Central Civil Construction	09/03/2024	Luis Rodriguez Daniel Balean	09/08/2024	Daniel Balean	Tate Beason	-4
CON-954	PH4A - Support Building Water Heater Electrical Requirements		Open	C. Davis Electric Co., Inc.	09/03/2024	Stephen Bender Daniel Balean	09/08/2024	Stephen Bender Daniel Balean	Tate Beason	-4
CON-953	P4 - Drainage North of Equipment Yard		Open	Orchidman Landscape Artisans	08/29/2024	Luis Rodriguez	09/03/2024	Luis Rodriguez	Andy Salcedo	1
CON-951	PH4 - Updated Site Plan	Phase 04 Recreational Center	Open	Caballero Plumbing	08/27/2024	Stephen Bender Daniel Balean	09/01/2024	Daniel Balean	Tate Beason	3
CON-950	URGENT: Ph 4 Rec Center - Elevator Sump Pumps Electrical Requirements Just need Daniel's response.		Open		08/27/2024	Stephen Bender Daniel Balean	08/30/2024	Daniel Balean	Susan Velazquez	5
CON-949	Ph4 Rec Center - Shot Clock Locations		Open		08/23/2024	Daniel Balean Lazaro Quintero	08/30/2024	Daniel Balean Lazaro Quintero	Susan Velazquez	5
CON-948	PH4- Grandstand AV Layout and Details	Phase 04 Aquatics	Open	C. Davis Electric Co., Inc.	08/19/2024	Daniel Balean Grant Ramsay Mario Leon	08/24/2024	Daniel Balean Grant Ramsay Mario Leon	Fabian Valladares	11
CON-936	PH4A - Grandstand Electrical Room Clearance Issue Need revised mep drawings per soffit detail.	Phase 04 Aquatics	Open		08/08/2024	Stephen Bender Daniel Balean	08/13/2024	Stephen Bender	Tate Beason	22



Kaufman Lynn Construction, Inc.
Job #: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

RFI #	Subject	Location	Status	Responsible Contractor	Date Initiated	Assignees	Due Date	Ball In Court	RFI Manager	Due Date Variance
CON-900	Ph 4 Rec Center - Add. Soffit Steel Support @ Door R1000E	Phase 04 Recreational Center	Open	Atlantic Interior Contracting,	07/10/2024	Daniel Balean	07/17/2024	Daniel Balean	Susan Velazquez	49
CON-878	Ph 4 Community Center/Rec. Center Interior Signage	Phase 04 Recreational Center	Open	FastSigns 2043	06/21/2024	Daniel Balean Erin Sullivan Lazaro Quintero	07/01/2024	Daniel Balean Erin Sullivan Lazaro Quintero	Susan Velazquez	65
CON-871	Ph 4 Updated Mechanical Schedule for TCO	Phase 04	Open	Southeast Mechanical	06/12/2024	Scott Bakos Stephen Bender Daniel Balean	06/27/2024	Scott Bakos Stephen Bender Daniel Balean	Susan Velazquez	69
CON-850	UPS Requirements for IDF Rooms		Open		05/22/2024	Scott Bakos Stephen Bender Daniel Balean Mario Leon	05/29/2024	Scott Bakos Stephen Bender Daniel Balean Mario Leon	Susan Velazquez	98
CON-849	Power Requirement for all IT Racks		Open		05/22/2024	Scott Bakos Stephen Bender Daniel Balean Mario Leon	05/29/2024	Scott Bakos Stephen Bender Daniel Balean	Susan Velazquez	98
CON-792	PH4 - Exterior Signage Outside Door/Rooms	Phase 04	Open	FastSigns 2043	04/05/2024	Daniel Balean Erin Sullivan Lazaro Quintero	04/10/2024	Daniel Balean Erin Sullivan Lazaro Quintero	Tate Beason	147
CON-791-1	Exterior Phase 2/3 Signs Approval		Open	FastSigns 2043	08/05/2024	Daniel Balean Erin Sullivan	08/10/2024	Erin Sullivan	Andy Salcedo	25
CON-764	P4A - Exit Signs at the Aquatics & Phase 4 Buildings	Phase 04 Aquatics	Open	C. Davis Electric Co., Inc.	03/14/2024	Stephen Bender Daniel Balean	03/19/2024	Stephen Bender Daniel Balean	Chase Sammons	169

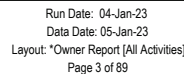
Remaining Level of Effort  Actual Level of Effort Actual Work  Remaining Work Critical Remaining Work	Milestone  Summary	File Name: DCP-UP46 Owner Schedule Progress Thru: 05-Jan-23	Run Date: 04-Jan-23 Data Date: 05-Jan-23 Layout: *Owner Report [All Activities] Page 1 of 89	
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Remaining Level of Effort  Actual Level of Effort Actual Work  Remaining Work Critical Remaining Work	Milestone  Summary	File Name:DCP-UP46 Owner Schedule Progress Thru: 05-Jan-23	Run Date: 04-Jan-23 Data Date: 05-Jan-23 Layout: "Owner Report [All Activities]" Page 2 of 89	
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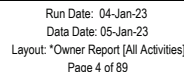
The Gantt chart displays project schedules for various construction packages from Q1 2021 to Q1 2023. The chart is organized into quarters (Q1, Q2, Q3, Q4) for each year. The tasks are color-coded and include detailed descriptions of the work to be completed.

Key Tasks and Milestones:

- Permitting:** A long task spanning from Q1 2021 to Q4 2022.
- OWNER REVIEW (Phase 1):** A task spanning from Q1 2021 to Q2 2021.
- Trailer/Permit:** A task spanning from Q1 2021 to Q2 2021.
- NPDES Permit:** A task spanning from Q1 2021 to Q2 2021.
- Early Works/Permit:** A task spanning from Q1 2021 to Q2 2021.
- Temporary Power/Permit:** A task spanning from Q1 2021 to Q2 2021.
- Site Work Permit-Phase 1 (Drainage):** A task spanning from Q1 2021 to Q2 2021.
- Electrical Permit:** A task spanning from Q1 2021 to Q2 2021.
- Public Works/WASD Permit:** A task spanning from Q1 2021 to Q2 2021.
- Pre-Construction Meeting w/ WASD & Public Works, and Submittal Review:** A task spanning from Q1 2021 to Q2 2021.
- DESIGN PACKAGE I&II - AMPHITHEATER - PLAY FIELDS, SKATE PARK:** A task spanning from Q1 2021 to Q4 2022.
- DESIGN DEVELOPMENT:** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW:** A task spanning from Q1 2021 to Q2 2021.
- PCM Design Development Estimate:** A task spanning from Q1 2021 to Q2 2021.
- SITE PLAN APPLICATION SUBMITTAL (AE):** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW of PCM Estimate:** A task spanning from Q1 2021 to Q2 2021.
- 90% CONSTRUCTION DOCUMENTS (Projected Deliverable April 12, 2021):** A task spanning from Q1 2021 to Q2 2021.
- SITE PLAN CITY REVIEW & APPROVAL:** A task spanning from Q1 2021 to Q2 2021.
- PCM 50% Estimate:** A task spanning from Q1 2021 to Q2 2021.
- Phase 2 & 3-Site Plan Application 2nd Submittal (AE):** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW of PCM Estimate:** A task spanning from Q1 2021 to Q2 2021.
- Phase 2 & 3-Site Plan Application/City Review/DERM & Approval 2nd Review (As per 4/14 Meeting Projected to 4/30):** A task spanning from Q1 2021 to Q2 2021.
- 90% CD (Addendum #1 - Projected Deliverable May 3, 2021. Per 4/27/OAC Meeting):** A task spanning from Q1 2021 to Q2 2021.
- PERMITTING (Re-permit VE Impacts) Planned for 9/30/21-Delayed by VE-PH2-3) FAILED - RESUBMIT:** A task spanning from Q1 2021 to Q2 2021.
- 90% PERMIT SET (Correction to Previously Issued Drawings):** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW:** A task spanning from Q1 2021 to Q2 2021.
- 100% IFC SET (Package 2 & 3 - AMP, PF, SP):** A task spanning from Q1 2021 to Q2 2021.
- AE Revise Design Package 2 & 3 - AMP, PF, SP; per VE Budget Revised per GMP:** A task spanning from Q1 2021 to Q2 2021.
- RE-SUBMIT PERMITTING (Re-permit VE Impacts) Planned for 9/30/21-Delayed by VE-PH2-3):** A task spanning from Q1 2021 to Q2 2021.
- Final Design Permit - Phase 2 & 3:** A task spanning from Q1 2021 to Q2 2021.
- DESIGN PACKAGE IV - RECREATION FACILITIES:** A task spanning from Q1 2021 to Q4 2022.
- 100% DESIGN DEVELOPMENT:** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW:** A task spanning from Q1 2021 to Q2 2021.
- PCM Design Development Estimate:** A task spanning from Q1 2021 to Q2 2021.
- FOUNDATION PACKAGE:** A task spanning from Q1 2021 to Q2 2021.
- SITE PLAN APPLICATION SUBMITTAL (AE):** A task spanning from Q1 2021 to Q2 2021.
- 50% CONSTRUCTION DOCUMENTS (Projected Deliverable March 15, 2021):** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW of PCM Estimate:** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW-FOUNDATION PACKAGE:** A task spanning from Q1 2021 to Q2 2021.
- SITE PLAN CITY REVIEW & APPROVAL:** A task spanning from Q1 2021 to Q2 2021.
- PCM GMP (Package IV Foundation) (Rev01 dated 2/26-impacted 14cd):** A task spanning from Q1 2021 to Q2 2021.
- FOUNDATION PACKAGE PERMITTING (As Per 9/28/21 Mtg-Projected 9/30/21):** A task spanning from Q1 2021 to Q2 2021.
- Phase 4 Site Plan Application 2nd Submittal (AE):** A task spanning from Q1 2021 to Q2 2021.
- OWNER REVIEW-50% CD:** A task spanning from Q1 2021 to Q2 2021.
- PCM 50% Estimate:** A task spanning from Q1 2021 to Q2 2021.
- 90% CONSTRUCTION DOCUMENTS:** A task spanning from Q1 2021 to Q2 2021.
- Phase 4 Site Plan Application City Review & Approval:** A task spanning from Q1 2021 to Q2 2021.
- Owner Review & Approval of Foundation GMP:** A task spanning from Q1 2021 to Q2 2021.



Remaining Level of Effort  Actual Level of Effort Actual Work Remaining Work  Critical Remaining Work	Milestone  Summary	File Name: DCP-UP46 Owner Schedule Progress Thru: 05-Jan-23	Run Date: 04-Jan-23 Data Date: 05-Jan-23 Layout: "Owner Report [All Activities]" Page 4 of 89	
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KL KAUFMAN LYNN
CONSTRUCTION



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020	2021				2022				2023				2024				2025
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1			
PRO-23-1850	Panelboards-A/E Review & Approve	10																					
PRO-23-1280	Electrical Switchgear-A/E Review & Approve	10																					
PRO-23-1080	Playground Shelters-A/E Review & Approve	10																					
PRO-23-1740	Roofing Membrane & Insulation-A/E Review & Approve	10																					
PRO-23-2670	Tensile Fabric (Amphitheatre)-A/E Review & Approve	10																					
PRO-23-2680	Rebar SD Amphitheater-A/E Review & Approve	10																					
PRO-23-2690	Concrete Mix Design Amphitheater-A/E Review & Approve	10																					
PRO-23-1860	Augercast Piles-A/E Review & Approve	10																					
PRO-23-2720	Overhead Rolling Doors-A/E Review & Approve	10																					
PRO-23-2750	Exterior Painting-A/E Review & Approve	10																					
PRO-23-1690	Concrete Mix Design Aux Buildings-A/E Review & Approve RR1	10																					
PRO-23-1710	CMU-A/E Review & Approve	10																					
PRO-23-1670	Rebar SD Aux Buildings-A/E Review & Approve	10																					
PRO-23-3250	Tensile Fabric Structure (Amphitheatre)-A/E Review & Approve	10																					
PRO-23-1700	Skatepark Concrete Mix Design-A/E Review & Approve	10																					
PRO-23-2080	Lighting Package-A/E Review & Approve	10																					
PRO-23-2890	Lighting & Fixtures-A/E RR1 Review & Approve	10																					
PRO-23-1680	Rebar SD Skatepark-A/E Review & Approve	10																					
PRO-23-1720	Precast Cap (Seating)-A/E Review & Approve	10																					
PRO-23-2940	Exterior Framing & Sheathing-A/E Review & Approve	10																					
PRO-23-1730	Metal Fabrications - Skate Park-A/E Review & Approve	10																					
PRO-23-1750	Pre-Finished Aluminum Fascia-A/E Review & Approve	10																					
PRO-23-1760	Roofing Accessories-A/E Review & Approve	10																					
PRO-23-1770	Pre-Finished Aluminum Frames/Screen-A/E Review & Approve	10																					
PRO-23-2800	Plumbing Piping-A/E Review & Approve	10																					
PRO-23-2810	Hot Water Heaters-A/E Review & Approve	10																					
PRO-23-2820	Plumbing Fixtures-A/E Review & Approve	10																					
PRO-23-1790	Mechanical Piping-A/E Review & Approve	10																					
PRO-23-1800	Ductwork & Insulation-A/E Review & Approve	10																					
PRO-23-1810	Mechanical Equipment-A/E Review & Approve	10																					
PRO-23-1820	Disconnects-A/E Review & Approve	10																					
PRO-23-1830	Handholes/UG Conduit-A/E Review & Approve	10																					
PRO-23-1840	Raceways/Wire/Wiring Devices-A/E Review & Approve	10																					
PRO-23-1870	Playground Turf-A/E Review & Approve	10																					
PRO-23-1880	Site Amenities-A/E Review & Approve	10																					
PRO-23-2840	Irrigation-A/E Review & Approve	10																					
PRO-23-2850	Landscaping-A/E Review & Approve	10																					
PRO-23-1890	Stage Rigging-A/E Review & Approve	10																					
PRO-23-2700	Sidewalk/Hardscape Mix Design-A/E Review & Approve	10																					
PRO-23-2710	Doors & Frames-A/E Review & Approve	10																					
PRO-23-2730	Stucco-A/E Review & Approve	10																					
PRO-23-2740	Wall Tile-A/E Review & Approve	10																					
PRO-23-2760	Bathroom Accessories-A/E Review & Approve	10																					
PRO-23-2770	Volleyball Court Accessories-A/E Review & Approve	10																					
PRO-23-2780	Ballfield Accessories-A/E Review & Approve	10																					
PRO-23-2790	Ballfield Drainage & Accessories-A/E Review & Approve	10																					
PRO-23-2830	Fencing-A/E Review & Approve	10																					
PRO-23-2860	Boardwalk materials-A/E Review & Approve	10																					
PRO-23-2870	Kayak Launch gangway-A/E Review & Approve	10																					

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020	2021				2022				2023				2024				2025	
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PRO-23-3030	Landscaping-Fabricate & Deliver	10																						
PRO-23-2190	Metal Fabrications - Skate Park-Fabricate & Deliver	20																						
PRO-23-2210	Ductwork & Insulation-Fabricate & Deliver	20																						
PRO-23-2220	Disconnects-Fabricate & Deliver	20																						
PRO-23-2240	Playground Turf-Fabricate & Deliver	20																						
PRO-23-2260	Precast Cap (Seating)-Fabricate & Deliver	30																						
PRO-23-2270	Pre-Finished Aluminum Fascia-Fabricate & Deliver	30																						
PRO-23-2280	Pre-Finished Aluminum Frames/Screen-Fabricate & Deliver	30																						
PRO-23-3110	Hot Water Heaters-Fabricate & Deliver	30																						
PRO-23-3120	Plumbing Fixtures-Fabricate & Deliver	30																						
PRO-23-2290	Site Ammenities-Fabricate & Deliver	40																						
PRO-23-2300	Stage Rigging-Fabricate & Deliver	90																						
PRO-23-2320	Mechanical Equipment-Fabricate & Deliver	160																						
PRO-23-2990	Sidewalk/Hardscape Mix Design-Fabricate & Deliver	10																						
PRO-23-3000	Stucco-Fabricate & Deliver	10																						
PRO-23-3040	Doors & Frames-Fabricate & Deliver	20																						
PRO-23-3050	Wall Tile-Fabricate & Deliver	20																						
PRO-23-3070	Volleyball Court Accessories-Fabricate & Deliver	20																						
PRO-23-3080	Ballfield Drainage & Accessories-Fabricate & Deliver	20																						
PRO-23-3090	Boardwalk materials-Fabricate & Deliver	20																						
PRO-23-3100	Bathroom Accessories-Fabricate & Deliver	30																						
PRO-23-3130	Fencing-Fabricate & Deliver	30																						
PRO-23-3140	Casework/Countertops (Outbuilding B)-Fabricate & Deliver	30																						
PRO-23-3150	Netting System-Fabricate & Deliver	30																						
PRO-23-3170	Ballfield Accessories-Fabricate & Deliver	40																						
PRO-23-3180	Kayak Launch gangway-Fabricate & Deliver	50																						
PRO-23-3210	Boardwalk foundation SD-Fabricate & Deliver	20																						
PRO-23-3220	Door Hardware-Fabricate & Deliver	30																						
PRO-23-2910	Structural Steel Fabrications-Outbuildings/Rigging-Fabricate & Deliver	80																						
PRO-23-2920	Ballfield Shelters-Fabricate & Deliver	80																						
PRO-23-3240	Shade Structures-Fabricate & Deliver	80																						
Phase 4 - Rec Center		691																						
Procurement Early Foundation Package		124																						
PRO-4R-2010	Rec Center Shell-Bid & Award Subcontracts	10																						
PRO-4R-2940	Foundation/Retaining Wall Rebar-Fabricate & Deliver (Appr 8/3/21)	15																						
PRO-4R-2020	Waterproofing (Elevator)-Fabricate & Deliver (Appr 8/16/21)	15																						
PRO-4R-3840	Masonry-Fabricate & Deliver (Approved 8/3/21)	10																						
PRO-4R-1900	Geothermal Pumps-Fabricate & Deliver (Appr 7/27/21/ODP Pend)	20																						
PRO-4R-1950	Geothermal Heaters-Fabricate & Deliver (Appr 7/27/21/ODP Pend)	40																						
Bid & Award Subcontracts		435																						
PRO-4R-1000	Geothermal Subcontract-Bid & Award Subcontracts	20																						
PRO-4R-1010	Marine Subcontract-Bid & Award Subcontracts	20																						
PRO-4R-1250	Elevators-Bid & Award Subcontracts	10																						
PRO-4R-1230	Structural Steel Subcontract-Bid & Award Subcontracts (Early Release w/GM)	10																						
PRO-4R-1240	Mechanical-Bid & Award Subcontracts	10																						
PRO-4R-1260	Mechanical-Bid & Award Subcontracts	10																						
PRO-4R-1270	Fire Protection-Bid & Award Subcontracts (Comments Received)	10																						
PRO-4R-1280	Shell-Bid & Award Subcontracts	10																						
PRO-4R-1290	Roofing-Bid & Award Subcontracts	10																						

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Activity ID	Activity Name	Orig	Rem	Start	Finish	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
PRO-4R-1300	Glazing-Bid & Award Subcontracts (Comments Received)			10																					
PRO-4R-1890	Fire Protection-Bid & Award			10																					
PRO-4R-1570	Electrical-Bid & Award Subcontracts			10																					
PRO-4R-1670	Wood Athletic Flooring-Bid & Award Subcontracts			10																					
PRO-4R-1550	Partitions & Accessories-Bid & Award Subcontracts			10																					
PRO-4R-1690	Athletic Sports Flooring-Bid & Award Subcontracts			10																					
PRO-4R-1750	Scoreboards-Bid & Award Subcontracts			10																					
PRO-4R-1790	Retractable Bleachers-Bid & Award Subcontracts			10																					
PRO-4R-1560	Plumbing-Bid & Award Subcontracts			10																					
PRO-4R-4850	Canopies-Bid & Award Subcontracts			10																					
PRO-4R-1640	Drywall & Accessories-Bid & Award Subcontracts			10																					
PRO-4R-1580	Landscaping-Bid & Award Subcontracts			10																					
PRO-4R-1510	Waterproofing-Bid & Award Subcontracts			10																					
PRO-4R-1520	Misc Metals-Bid & Award Subcontracts			10																					
PRO-4R-1530	Doors & Hardware-Bid & Award Subcontracts			10																					
PRO-4R-1540	Signage-Bid & Award Subcontracts			10																					
PRO-4R-1590	Architectural Woodwork & Casework-Bid & Award Subcontracts			10																					
PRO-4R-1600	Wood Veneer Lam. Ext. Ceilings-Bid & Award Subcontracts			10																					
PRO-4R-1610	Firestopping-Bid & Award Subcontracts			10																					
PRO-4R-1620	Architectural Louvers-Bid & Award Subcontracts			10																					
PRO-4R-1630	Stucco-Bid & Award Subcontracts			10																					
PRO-4R-1650	Ceramic Tiling-Bid & Award Subcontracts			10																					
PRO-4R-1660	ACT-Bid & Award Subcontracts			10																					
PRO-4R-1680	Static Dissipative Flooring-Bid & Award Subcontracts			10																					
PRO-4R-1700	Resinous Flooring-Bid & Award Subcontracts			10																					
PRO-4R-1710	Tile Carpeting-Bid & Award Subcontracts			10																					
PRO-4R-1720	Fabric Wrapped Acoustical Panels-Bid & Award Subcontracts			10																					
PRO-4R-1730	Painting-Bid & Award Subcontracts			10																					
PRO-4R-1740	Gym Equip and Accessories-Bid & Award Subcontracts			10																					
PRO-4R-1760	Playfield Equipment-Bid & Award Subcontracts			10																					
PRO-4R-1770	Window Shades-Bid & Award Subcontracts			10																					
PRO-4R-1780	Entrance Mats-Bid & Award Subcontracts			10																					
PRO-4R-1800	Deep Soil Mixing-Bid & Award Subcontracts			10																					
PRO-4R-1810	Pool Auger Cast Piles-Bid & Award Subcontracts			10																					
PRO-4R-1830	Pre-Finished Aluminum Frames/Screen-Bid & Award Subcontracts			10																					
PRO-4R-1840	Kitchen Appliances-Bid & Award Subcontracts			10																					
PRO-4R-1850	Stainless Steel Tables-Bid & Award Subcontracts			10																					
PRO-4R-1860	Court Surfacing-Bid & Award Subcontracts			10																					
PRO-4R-1870	Site Furnishings-Bid & Award Subcontracts			10																					
PRO-4R-1820	Grandstand Seating-Bid & Award Subcontracts			10																					
Prep & Submit Shops/Submittals (incl KL Rev)						417						Prep & Submit Shops/Submittals (incl KL Rev)													
PRO-4R-1020	Masonry-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1030	Foundation Rebar-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1040	Marine Sheet Piles-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1050	Marine Concrete Mix Design-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1060	Waterproofing (Elevator)-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1070	Geothermal Heaters-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1080	Geothermal Piping/Fittings/Valves-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
PRO-4R-1090	Geothermal Pumps-Prep & Submit Shops/Submittals (incl KL Rev)			10																					
						Prep & Submit Shops/Submittals (incl KL Rev)																			
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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020	2021	2022	2023	2024	2025					
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PRO-4R-3570	Court Surfacing -A/E Review & Apr Shops/Submittals	10														
PRO-4R-3580	Site Furnishings-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4540	Sidewalks mix design-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4550	Saunas-A/E Review & Apr Shops/Submittals	10														
PRO-4R-3850	Metal Framing SD-A/E Review & Apr Shops/Submittals	10														
PRO-4R-3860	Door Hardware-A/E Review & Apr Shops/Submittals	10														
PRO-4R-3330	Deep Soil Mixing-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4590	Curtain Wall SD-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4600	Aluminum Windows SD-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4650	CMU Aquatics-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4660	Marine Heavy Timber-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4670	Marine Composite Decking & Railing-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4710	FCUs -A/E Review & Apr Shops/Submittals	10														
PRO-4R-4700	Shelters-A/E Review & Apr Shops/Submittals & Permitting	10														
PRO-4R-3340	Grandstand Seating-A/E Review & Apr Shops/Submittals	10														
PRO-4R-4790	Canopy SD-A/E Review & Apr Shops/Submittals & Permitting	10														
Fabricate & Deliver		645														
PRO-4R-1170	Marine Concrete Mix Design-Fabricate & Deliver (Appr 7/26/21) (Available)	10														
PRO-4R-1190	Marine Sheet Piles-Fabricate & Deliver	15														
PRO-4R-1220	Marine Concrete Rebar-Fabricate & Deliver	10														
PRO-4R-2000	Rebar SD Rec Center-Fabricate & Deliver (Appr 8/3/21-Available)	10														
PRO-4R-1990	Concrete Mix Designs-Fabricate & Deliver (Appr 8/3/21-Available)	10														
PRO-4R-2030	Anchor Bolts-Fabricate & Deliver (Appr 7/17/21)	20														
PRO-4R-1980	Geothermal Piping/Fittings/Valves-Fabricate & Deliver (Appr 7/27/21/ODP P	50														
PRO-4R-2920	Rec Center Concrete Mix Design-Fabricate & Deliver	10														
PRO-4R-4840	Electrical Switchgear-Fabricate & Deliver (Rec Center)	335														
PRO-4R-4160	Shell Rebar - Fabricate & Deliver	30														
PRO-4R-2930	CMU Rec Center-Fabricate & Deliver (Appr 8/3/21)	10														
PRO-4R-4560	Structural Steel-Fabricate & Deliver	80														
PRO-4R-4570	Joist SD-Fabricate & Deliver	80														
PRO-4R-4490	Lightning Package-Fabricate & Deliver	125														
PRO-4R-3760	Chiller-Fabricate & Deliver	160														
PRO-4R-4300	Panelboards-Fabricate & Deliver	50														
PRO-4R-3750	PVC Roofing -Fabricate & Deliver	100														
PRO-4R-3780	Rec Center Roofing Insulation - Fabrication & Deliver	180														
PRO-4R-3910	Drywall & Accessories-Fabricate & Deliver	15														
PRO-4R-4150	Fire Alarm -Fabricate & Deliver	30														
PRO-4R-3700	CHW Pumps-Fabricate & Deliver	40														
PRO-4R-3740	Lightweight Insulating Concrete-Fabricate & Deliver	80														
PRO-4R-4580	Steel Decking SD-Fabricate & Deliver	80														
PRO-4R-4500	Transfer Switch-Fabricate & Deliver	210														
PRO-4R-3880	Raceways/Wire/Wiring Devices-Fabricate & Deliver	10														
PRO-4R-3600	Ductwork Accessories -Fabricate & Deliver	15														
PRO-4R-3980	Toilet Partitions-Fabricate & Deliver	20														
PRO-4R-3990	Bathroom Accessories-Fabricate & Deliver	20														
PRO-4R-3610	Protection Piping-Fabricate & Deliver	20														
PRO-4R-3620	Fire Protection SD-Fabricate & Deliver	20														
PRO-4R-4020	Plumbing Piping-Fabricate & Deliver	20														
PRO-4R-4030	Plumbing Piping Insulation-Fabricate & Deliver	20														

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Activity ID						Activity Name	Orig	Rem	Start	Finish	2020				2021				2022				2023				2024				2025
DocuSign Envelope ID: 7EAA53B0-030C-859C-8067-6EB3C8B31F15											Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1		
PRO-4R-4040						Plumbing Piping Accessories-Fabricate & Deliver	20																								
PRO-4R-3630						CHW Piping, Valves, & Accessories-Fabricate & Deliver	20																								
PRO-4R-3640						Ductwork & Insulation -Fabricate & Deliver	20																								
PRO-4R-3650						Ductwork SD-Fabricate & Deliver	20																								
PRO-4R-4050						Handholes/UG Conduit-Fabricate & Deliver	20																								
PRO-4R-4060						Landscaping-Fabricate & Deliver	20																								
PRO-4R-4070						Irrigation-Fabricate & Deliver	20																								
PRO-4R-3660						CHW Piping SD-Fabricate & Deliver	25																								
PRO-4R-3670						Roofing Accessories-Fabricate & Deliver	30																								
PRO-4R-4130						Water Heaters-Fabricate & Deliver	30																								
PRO-4R-4140						Plumbing Fixtures-Fabricate & Deliver	30																								
PRO-4R-3680						Exhaust Fans-Fabricate & Deliver	30																								
PRO-4R-3690						Mini Splits-Fabricate & Deliver	30																								
PRO-4R-4230						Lockers-Fabricate & Deliver	40																								
PRO-4R-4250						Scoreboards-Fabricate & Deliver	40																								
PRO-4R-3710						VRF's-Fabricate & Deliver	40																								
PRO-4R-3720						ERVs-Fabricate & Deliver	40																								
PRO-4R-4310						Musco Poles-Fabricate & Deliver	50																								
PRO-4R-4320						IT/Data (Unless by Owner)-Fabricate & Deliver	50																								

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020	2021				2022				2023				2024				2025		
							Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
PRO-4R-4280	Stainless Steel Tables-Fabricate & Deliver	40																							
PRO-4R-4290	Site Furnishings-Fabricate & Deliver	40																							
PRO-4R-3940	HM Doors and Frames-Fabricate & Deliver	60																							
PRO-4R-4330	Monument Signage-Fabricate & Deliver	60																							
PRO-4R-4380	Fabric Wrapped Acoustical Panels-Fabricate & Deliver	80																							
PRO-4R-4390	Playfield Equipment-Fabricate & Deliver	80																							
PRO-4R-4400	Metal Fabrications-Fabricate & Deliver	90																							
PRO-4R-4410	Metal Pan Stairs-Fabricate & Deliver	90																							
PRO-4R-4420	Railings-Fabricate & Deliver	90																							
PRO-4R-4430	Decorative Metal-Fabricate & Deliver	90																							
PRO-4R-4440	Decorative Metal Railing-Fabricate & Deliver	90																							
PRO-4R-4450	Pre-Finished Aluminum Frames/Screen-Fabricate & Deliver	90																							
PRO-4R-4460	Pre-Finished Aluminum Fascia-Fabricate & Deliver	90																							
PRO-4R-4480	Elevators -Fabricate & Deliver	120																							
PRO-4R-4680	Sidewalks mix design-Fabricate & Deliver	15																							
PRO-4R-4690	Saunas-Fabricate & Deliver	50																							
PRO-4R-3920	Deep Soil Mixing-Fabricate & Deliver	15																							
PRO-4R-4610	Metal Framing SD-Fabricate & Deliver	30																							
PRO-4R-4620	Door Hardware-Fabricate & Deliver	30																							
PRO-4R-4720	Curtain Wall SD-Fabricate & Deliver	160																							
PRO-4R-4730	Aluminum Windows SD-Fabricate & Deliver	160																							
PRO-4R-4770	Marine Heavy Timber-Fabricate & Deliver	30																							
PRO-4R-4780	Marine Composite Decking & Railing-Fabricate & Deliver	40																							
PRO-4R-4810	FCUs-Fabricate & Deliver	40																							
PRO-4R-4820	Shelters-Fabricate & Deliver	90																							
PRO-4R-4260	Grandstand Seating-Fabricate & Deliver	40																							
PRO-4R-4830	Canopy SD PH4 Rec-Fabricate & Deliver	130																							
Phase 4 - Aquatics																		Phase 4 - Aquatics							
Bid & Award Subcontracts																									
PRO-4A-10000	Drywall & Accessories-Bid & Award Subcontracts	10																							
PRO-4A-10010	Landscaping-Bid & Award Subcontracts	10																							
PRO-4A-10020	Electrical-Bid & Award Subcontracts	10																							
PRO-4A-10490	Pools-Bid & Award Subcontracts	10																							
PRO-4A-10500	Sidewalks mix design-Bid & Award Subcontracts	10																							
PRO-4A-10510	Saunas-Bid & Award Subcontracts	10																							
PRO-4A-10520	Aluminum Bleachers -Bid & Award Subcontracts	10																							
PRO-4A-10250	Waterproofing-Bid & Award Subcontracts	10																							
PRO-4A-10260	Misc Metals-Bid & Award Subcontracts	10																							
PRO-4A-10270	Doors & Hardware-Bid & Award Subcontracts	10																							
PRO-4A-10280	Signage-Bid & Award Subcontracts	10																							
PRO-4A-10290	Architectural Woodwork & Casework-Bid & Award Subcontracts	10																							
PRO-4A-10300	Wood Veneer Lam. Ext. Ceilings-Bid & Award Subcontracts	10																							
PRO-4A-10310	Firestopping-Bid & Award Subcontracts	10																							
PRO-4A-10320	Architectural Louvers-Bid & Award Subcontracts	10																							
PRO-4A-10330	Stucco -Bid & Award Subcontracts	10																							
PRO-4A-10340	Ceramic Tiling-Bid & Award Subcontracts	10																							
PRO-4A-10350	ACT -Bid & Award Subcontracts	10																							
PRO-4A-10360	Resinous Flooring-Bid & Award Subcontracts	10																							
PRO-4A-10370	Tile Carpeting-Bid & Award Subcontracts	10																							

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

◆ Milestone

◆ Summary

File Name:DCP-UP46

Owner Schedule

Progress Thru: 05-Jan-23

Run Date: 04-Jan-23

Data Date: 05-Jan-23

Layout: *Owner Report [All Activities]

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KL

KAUFMAN LYNN

CONSTRUCTION

[illegible]



Kaufman Lynn Construction, Inc.
Job #: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

Submittal Log (OAC)

Submittal Log for OAC Meeting

Submittals

Spec Section Number	Spec Section Description	Number	Title	Revision	Location	Status	Responsible Contractor	Ball In Court	Days Overdue	Approvers	Date Sent To Ball In Court	Ball In Court Due Date
P4 32 33 00	Site Furnishings	Ph4A 323300-002	PH4A Solstice Umbrellas Specs, Color Options	0		Open	REP Services, Inc.	Scott Bakos Daniel Balean Liliana Healey Lazaro Quintero Kirk Olney	4	Scott Bakos Daniel Balean Liliana Healey Lazaro Quintero Kirk Olney	01/11/2024 01/11/2024 01/11/2024 01/11/2024	01/21/2024 01/21/2024 01/21/2024 01/21/2024
		Ph4A 323300-003	PH4A - Tucci Umbrellas Specs & Color Options	0		Open	REP Services, Inc.	Lazaro Quintero Kirk Olney Daniel Balean Scott Bakos Liliana Healey		Lazaro Quintero Kirk Olney Daniel Balean Scott Bakos Liliana Healey	01/16/2024 01/16/2024 01/16/2024 01/16/2024 01/16/2024	01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024
P2.3 32 31 13	Chain Link Fences and Gates	P2.3-323113-013	P2.3 - LTG - Gates & Locking Mechanism (Hardware) Schedule	0	Phase 02.03	Open	LTG Carlson Fence, LLC	Scott Bakos Daniel Balean	66	Scott Bakos Daniel Balean Lazaro Quintero Liliana Healey	11/10/2023 11/10/2023	11/20/2023 11/20/2023
		P2.3-SPSF-001	P2.3 - Sport Surfaces - Volleyball Courts Product Data/Specifications/Warranties (Sub-Permitting) Pending B&A sign & seal	1	Phase 02.03	Open	Sport Surfaces, LLC.	Scott Bakos Daniel Balean Liliana Healey	35	Scott Bakos Daniel Balean Liliana Healey Sandra Kasper Maria Terentiev	12/11/2023 12/11/2023 12/11/2023	12/21/2023 12/21/2023 12/21/2023
P2.3 28 46 21	Addressable Fire Alarm Systems	P2.3-284621-001	P2.3 - C. Davis - Amphitheater Fire Alarm System Product Data (REV 2)	2	Phase 02.03	Open	C. Davis Electric Co., Inc.	Scott Bakos Dario Senalle	0	Scott Bakos Dario Senalle	01/15/2024 01/15/2024 01/15/2024	01/25/2024 01/25/2024 01/25/2024

Email from Daniel - to add 3 strobes.
C. Davis to update drawings.



Kaufman Lynn Construction, Inc.
Job #: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

Spec Section Number	Spec Section Description	Number	Title	Revision	Location	Status	Responsible Contractor	Ball In Court	Days Overdue	Approvers	Date Sent To Ball In Court	Ball In Court Due Date
								Stephen Bender Daniel Balean		Stephen Bender Daniel Balean		
		Ph4A 323300-004	P2.3 - C. Davis - Flag Poles at West Entrance of DCP	0	Phase 02.03	Open	C. Davis Electric Co., Inc.	Scott Bakos Liliana Healey		Scott Bakos Liliana Healey Daniel Balean	01/19/2024 01/23/2024	01/27/2024 01/24/2024
		P2.3-001	P2.3 - Central Civil - Pavers (Artistic Pavers MFG)	0	Phase 02.03	Open	Central Civil Construction	Liliana Healey Daniel Balean Scott Bakos		Liliana Healey Daniel Balean Scott Bakos	01/23/2024 01/23/2024 01/23/2024	01/26/2024 01/26/2024 01/26/2024
P4 06 41 16	Plastic-Laminate-Clad Architectural Cabinets	P4R-064116-003	PH4RC - Casework SD (Rec Center 2nd floor, Rec Center W & M LKR, Aquatics, Support, Grandstand & Ph 2.3 Outbuilding B)	0	Phase 04	Open	Advanced Woodworking Ind.	Daniel Balean Scott Bakos	17	Daniel Balean Scott Bakos	12/21/2023 12/21/2023	01/08/2024 01/08/2024
P4 10 56 13	Metal Storage Shelving	P4R-105613-001	PH4RC - Shelving Product Data (Rec Center, Support Bldg & Maintenance Bldg)	0	Phase 04	Open	SDI Mardale Specialties Direct Inc	Scott Bakos Daniel Balean		Lazaro Quintero Scott Bakos Daniel Balean	01/18/2024 01/18/2024	02/02/2024 02/02/2024
P4 10 73 00.3	Specialties Manufacturers of Protective Covers .03	P4-107300-008	P4 - REP Services - Polygon Shelters Shop Drawings & Calcs (SQR30 and SSG 11x24) SUB-PERMITTING	2	Phase 04	Open	REP Services, Inc.	Jacqui Rohrborn Scott Bakos	10	Liliana Healey Andy Salcedo Saul Licona Daniel Balean Jacqui Rohrborn Nathan Almon Scott Bakos	01/09/2024 01/09/2024	01/15/2024 01/15/2024
		P4-SPSF-003	P4 - Sport Surfaces - Tennis Courts Product Data/ Specifications/Warranties & Wind Load Calcs (Sub-Permitting)	2	Phase 04	Open	Sport Surfaces, LLC.	Scott Bakos Maria Terentiev Sandra Kasper	4	Daniel Balean Scott Bakos Liliana Healey	01/11/2024 01/16/2024 01/16/2024	01/21/2024 01/21/2024 01/21/2024



Kaufman Lynn Construction, Inc.
Job #: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

Spec Section Number	Spec Section Description	Number	Title	Revision	Location	Status	Responsible Contractor	Ball In Court	Days Overdue	Approvers	Date Sent To Ball In Court	Ball In Court Due Date
										Maria Terentiev Sandra Kasper		
		P4-SPSF-002	P4 - Sport Surfaces - Basketball Courts Product Data/Specifications/Warranties & Wind Load Calcs (Sub-Permitting)	2	Phase 04	Open	Sport Surfaces, LLC.	Scott Bakos Sandra Kasper Maria Terentiev	4	Scott Bakos Sandra Kasper Maria Terentiev Liliana Healey Daniel Balean	01/11/2024 01/11/2024 01/11/2024	01/21/2024 01/21/2024 01/21/2024
		P4-SPSF-008	P4 - Sport Surfaces - Tennis Courts Fences & Gates (10' & 4' Chain Link Fence and 7' Gate) SUB-PERMITTING	1	Phase 04	Open	Sport Surfaces, LLC.	Maria Terentiev Scott Bakos Sandra Kasper	4	Daniel Balean Maria Terentiev Scott Bakos Sandra Kasper Liliana Healey	01/11/2024 01/11/2024 01/11/2024	01/21/2024 01/21/2024 01/21/2024
		P4-SPSF-009	P4 - Sport Surfaces - Tennis Net Post Structural Footer Detail	0	Phase 04	Open		Scott Bakos Liliana Healey Saul Licona Daniel Balean		Scott Bakos Liliana Healey Saul Licona Daniel Balean	01/24/2024 01/24/2024 01/24/2024	02/02/2024 02/02/2024 02/02/2024
		P4A-111400-001	PH4A - Hayward Turnstiles Product Data & Drawings	0	Phase 04 Aquatics	Open		Scott Bakos Liliana Healey Daniel Balean	1	Scott Bakos Liliana Healey Daniel Balean	01/10/2024 01/23/2024 01/10/2024	01/24/2024 01/24/2024 01/24/2024
P4 13 11 00	Swimming Pools	Ph4A -131100-050	PH4A - Water slide Complex (Splashtacular) (FOR SUB-PERMIT)	5	Phase 04 Aquatics	Open	Recreational Design & Construc	Jeff Nodorft Daniel Balean Scott Bakos	12	Jeff Nodorft Daniel Balean Scott Bakos	01/03/2024 01/03/2024 01/03/2024	01/13/2024 01/13/2024 01/13/2024
P4 13 12 50	Grandstand Seating	Ph4A 131250-002	PH4A - Non Elevated Grandstands Shop Drawings	2	Phase 04 Aquatics	Open	Dant Clayton Corporation	Scott Bakos	6	Saul Licona Scott	01/09/2024 01/09/2024	01/19/2024 01/19/2024



Kaufman Lynn Construction, Inc.
Job #: 1108 Doral Central Park
3000 NW 87th Avenue
Doral, Florida 33172

Spec Section Number	Spec Section Description	Number	Title	Revision	Location	Status	Responsible Contractor	Ball In Court	Days Overdue	Approvers	Date Sent To Ball In Court	Ball In Court Due Date
	System		w/ Calcs (Rev1) (FOR SUBPERMTTNG)					Daniel Balean		Bakos Daniel Balean		
P4 09 22 16	Non-Structural Metal Framing	Ph4A 092216-004	PH4A - Support Building Exterior Soffit Framing W/ Calcs (Rev1)	2	Phase 04 Aquatics	Open	Atlantic Interior Contracting,	Scott Bakos Daniel Balean		Saul Licona Scott Bakos Daniel Balean	01/17/2024 01/17/2024	01/27/2024 01/27/2024
P4 06 41 16	Plastic-Laminate-Clad Architectural Cabinets	P4R-064116-002	PH4RC- Casework Samples & Hardware Specifications	0	Phase 04 Recreational Center	Open	Advanced Woodworking Ind.	Lazaro Quintero George Garcia Daniel Balean Scott Bakos	44	Lazaro Quintero George Garcia Daniel Balean Scott Bakos	11/27/2023 11/27/2023 11/27/2023	12/12/2023 12/12/2023 12/12/2023
		P4R-111400-001	PH4RC - Argus Turnstiles Product Data & Drawing	0	Phase 04 Recreational Center	Open		Scott Bakos Stephen Bender	1	Daniel Balean Scott Bakos Stephen Bender	01/10/2024 01/23/2024	01/24/2024 01/24/2024
P4 12 66 00	Telescoping Stands	P4R-126600-002	PH4RC - Tip and Roll (3-Tier) Bleachers Product Data, Shop Drawing & Warranty (North & South @ Gym) (Rev 1)	1	Phase 04 Recreational Center	Open	SSE and Associates, Inc	Scott Bakos Daniel Balean		Scott Bakos Daniel Balean	01/24/2024 01/24/2024	02/08/2024 02/08/2024
P4 12 66 00	Telescoping Stands	P4R-126600-001	PH4RC - Telescoping Stands/ Preliminary Hussey Bleacher Shop Drawings & Color Chart	1	Phase 04 Recreational Center	Open	SSE and Associates, Inc	Daniel Balean Scott Bakos		Daniel Balean Scott Bakos	01/24/2024 01/24/2024	02/08/2024 02/08/2024



PROVIDING OPTIONS AND SOLUTIONS

Doral Central Park Parking Garage & Recreational Area
January 6, 2026

6303 Blue Lagoon Drive
Suite 400
Miami, FL 33126
PH: 786.350.1055

EXHIBIT B

Pre-Construction Fee Worksheet

Labor Component

Name	Title	Month 1 - 4	Month 5 - 8	Month 9 - 11	Total Hours	Rate	Cost
Hans Nelson	Project Excutive	10.00	10.00	8.00	28.00	226.00	\$6,328
Randy Perez	Sr. Project Manager	20.00	20.00	15.00	55.00	217.00	\$11,935
Chris Christy	Estimating VP	12.00	12.00	12.00	36.00	250.00	\$9,000
Darryl Ditzel	Sr. Estimator	24.00	24.00	20.00	68.00	175.00	\$11,900
Gabriel Jordan	Trade Estimator	24.00	24.00	20.00	68.00	105.00	\$7,140
Keagan Turney	Estimator	24.00	24.00	20.00	68.00	75.00	\$5,100
Carlos Teijero	Superintendent	10.00	10.00	15.00	35.00	222.00	\$7,770
Mina Fawzy	Scheduler	10.00	10.00	-	20.00	115.00	\$2,300
Nuria Menendez	Admin. Assistant	-	-	8.00	8.00	70.00	\$560
Labor Total		21,490	21,490	19,053	386.00		\$62,033

TRUE

Staff Expenses Componet

Name	Title	Expense	Month 1 - 4	Month 5 - 8	Month 9 - 11		Total
Hans Nelson	Project Excutive						\$0
Randy Perez	Sr. Project Manager						\$0
Chris Christy	Estimating VP						\$0
Darryl Ditzel	Sr. Estimator						\$0
Gabriel Jordan	Trade Estimator						\$0
Keagan Turney	Estimator						\$0
Carlos Teijero	Superintendent						\$0
Mina Fawzy	Scheduler						\$0
Nuria Menendez	Admin. Assistant						\$0
Expense Total			\$0	\$0	\$0		\$0

Other Expenses for Pre-Construction Phase Only

Item	Description	Month 1 - 4	Month 5 - 8	Month 9 - 11		Total
Printing	Plan Printing Requirements	150.00	150.00	-		\$300
Travel Expenses	Parking & Travel	50.00	50.00	50.00		\$150
						\$0
						\$0
						\$0
Expense Total		\$200	\$200	\$50		\$450

TRUE

Total Preconstruction Costs	21,690	21,690	19,103	\$62,483
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TRUE



City of Doral Procurement

EXHIBIT C
CONSTRUCTION PHASE FEE

	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	June			
Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total Hours	Rate	Cost
Construction Staffing - Labor Component (Includes Car/Cell)																			
Project Executive	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	800	\$226	\$180,800
Senior PM	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	2,784	\$217	\$604,128
Project Engineer	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	2,784	\$110	\$306,240
Senior Superintendent	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	174	2,784	\$222	\$618,048
Accountant	87	87	87	87	87	87	87	87	87	87	87	120	120	120	120	120	1,557	\$107	\$166,599
Scheduler	50	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	755	\$107	\$80,785
Quality Control Inspector	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	480	\$159	\$76,320
Safety Superintendent	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	400	\$159	\$63,600
Expense Total																		\$	2,248,770

Other Expenses per Exhibit G (Division of Cost Elements)																		
Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total Cost	
Field Office Furniture	\$6,500																	\$6,500
Holding Tanks for job Site Office	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$8,800
Field Office Alarm	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$2,400
Job Site Office Utilities	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$10,400
Field Office Supplies	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$5,600
Project Photos & Videos	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$6,112
O & M Manuals																	\$1,250	\$1,250
As-Builts																	\$1,250	\$1,250
Surveying	\$5,000	\$5,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$5,000	\$41,000
Blueprints	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$4,400
Potable Water & Ice	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$2,400
Coffee Trailer Supplies	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$1,600
Misc Tools and Materials	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$8,000
Telephone/Internet	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$4,160
Postage Courier	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$1,600
Topping Out/Ceremonies									\$6,000									\$6,000
Copy Machine / Printer	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$24,000
PPE	\$500					\$500					\$500			\$350				\$1,850
Expense Total																	\$	137,322
Total Labor and Expenses Firm Fixed Price																	\$	2,386,092

CONSTRUCTION MANAGEMENT FEE (as a percentage of Construction Budget). 4.75 %

EXHIBIT F

OWNER DIRECT PURCHASES (ODP)

SUPPLEMENTARY CONDITIONS
PROVISIONS FOR TAX EXEMPT TRANSACTIONS/DIRECT MATERIALS
PURCHASING FOR
THE AGREEMENT FOR THE CONSTRUCTION OF
DORAL CENTRAL PARK PARKING GARAGE &
RECREATION AREA

These Supplementary Conditions are in addition to those set forth in general conditions of the Construction Services for Doral Central Park Parking Garage and Recreation Area Agreement by and between the City of Doral (the "City") and Kaufman Lynn Construction, Inc (the "CM"), dated _____ the "Agreement") are incorporated therein and made a part hereof by this reference. To extent these Supplementary Conditions are in direct conflict with any other the particular provision of the Agreement, these Supplementary Conditions shall prevail and be used. References to the "Project" as stated herein shall refer to the

1. Provisions for administration of tax-exempt transactions for direct materials purchasing by City of Doral are authorized pursuant to Section 212.08(6), Florida Statutes, Department of Revenue Rule 12A-1.094, Florida Administrative Code, and Section 2-323 of the City of Doral Code of Ordinance.
2. The City, being exempt from sales tax pursuant to the authority set forth above, reserves the right to make direct purchases of certain materials to be incorporated into the construction of the Project by the CM and its Subcontractors. The direct purchase by the City of materials to be implemented for the Project and the amount of such direct purchases shall be at the sole discretion of City and as further set forth herein. The CM agrees to the reasonableness of terms and conditions set forth herein for tax exempt transactions/direct materials purchasing by City. Any products, materials, supplies or equipment included in the Guaranteed Maximum Price (the "GMP") Amount to be directly purchased by City shall be referred to as City-Purchased Materials and shall be governed by the terms and conditions of the Contract Documents and these Supplementary Conditions. The CM and its Subcontractors shall include the terms and conditions of these Supplementary Conditions in all contracts related to materials directly purchased by City. The CM shall remain responsible for the purchase of all materials not the subject of sales tax recovery, including payment of all sales tax associated therewith.
3. The CM's GMP Proposal and all Subcontractor bid amounts included therein shall include all applicable Florida State sales and other taxes and any and all associated and necessary costs for all products, materials, supplies and equipment required to complete the Work set forth in the Construction Documents as if all such items were being purchased by the CM.
4. The approved GMP Amendment indicates the amount of negotiated sales tax recovery in the form of a Sales Tax Recovery Amount equivalent to the applicable sales tax that would otherwise be required to be paid if the CM were purchasing the materials. All Sales Tax Recovery Amounts and City-Purchased Materials Amounts shall be calculated based on the applicable sales tax rate. The City will not be

required to purchase materials exceeding the City-Purchased Materials Amount.

5. The approved GMP Amendment shall indicate whether the GMP Amount includes the sales tax corresponding to the Sales Tax Recovery Amount. The determination of whether or not to include the sales tax in the GMP Amount shall be at the sole discretion of City. If the sales tax corresponding to the Sales Tax Recovery Amount has not already been deducted from the approved GMP Amount, the GMP Amount will be adjusted by credit Change Order to deduct from the GMP Amount the Sales Tax Recovery Amount. Such deductive Change Orders may be processed as an initial Change Order or as subsequently processed Change Order(s) at such later time as deemed appropriate by the City prior to Final Completion of the Project. The CM agrees to deductive Change Orders for Sales Tax Recovery Amounts.
6. The CM agrees that the portion of the GMP Amount anticipated for the City-Purchased Materials Amount shall not be encumbered under the City purchase order for the CM and shall be used by the City to purchase certain materials for the Project. Should it be deemed appropriate by the City, the CM agrees to deductive Change Orders for the City-Purchased Materials Amounts.
7. The CM agrees to submit Purchase Order Requests for materials, products and equipment purchases to the City as set forth herein for the full amount of the City-Purchased Materials Amount. If the amount of all materials actually purchased by the City is less than the City-Purchased Materials Amount, the difference shall be encumbered under the City's purchase order for the CM. If the GMP Amount had already been adjusted by initial credit Change Order for the City Purchased Materials Amount prior to the purchase of the materials, such difference shall be returned to the GMP Amount by additive Change Order or contingency adjustment. The CM may submit its requisition for payment in the amount of such difference only after all materials purchases purchased have been fully completed and the associated deductive Change Order or contingency adjustment for the City-Purchased Materials Amount has been approved by the City.
8. The CM agrees that the sole purpose for uses of portions of the GMP Amount or deductive Change Orders for City-Purchased Materials, is to facilitate purchasing of materials by the City for the Project without payment of sales tax. With the exception of the requirements of law for qualification of City purchases of materials to be exempt from payment of sales tax, the CM shall remain fully responsible for the performance of all Work required to construct the Project as set forth in the Contract Documents and GMP Amendment, inclusive of all labor, products, materials and equipment, whether purchased by the City or the CM. The CM shall be responsible for the timely and proper submission of all deductive Change Orders related to City-Purchased Materials, including allowance of sufficient time for their processing and approval by the City.
9. Upon mutual agreement between the CM and the City, the City-Purchased Materials Amount may be increased beyond that initially established in the approved GMP

Amendment. Any subsequent City-Purchased Materials shall conform to the requirements set forth herein for initially established City- Purchased Materials and the CM agrees to appropriate deductive Change Orders for the additional Sales Tax Savings corresponding to the increase in City-Purchased Materials Amount.

10. The CM and Subcontractor shall be responsible for selecting all suppliers, vendors and materialmen (collectively referred to herein as "Vendors") for all City- Purchased Materials, as necessary for the performance of the Work. The CM and Subcontractors shall include the provisions of the Agreement the Contract for Construction and any Supplementary Conditions in the terms and conditions of all Vendor Agreements and Purchase Order Requests for City- Purchased Materials.
11. The CM shall advise the City of any proposed Vendors it has selected no less than ten (10) business days prior to the time the CM submits any Purchase Order Request for any proposed Vendor. If any of CM's proposed Vendors are not active Vendors with the City, the CM shall be responsible for ensuring that those Vendors are established as active Vendors with the City prior to submission of any Purchase Order Requests to the City for those Vendors. If any Vendor applications for CM or Subcontractors' proposed Vendors are incomplete or unacceptable, the CM shall be responsible for having such deficiencies rectified or selecting other Vendors without any delay to the Project and without any increase in the GMP Amount.
12. As the CM and Subcontractors determine that City-Purchased Materials need to be ordered, the CM shall prepare and submit to the City a standard Purchase Order Request, in the form set forth by the City, to specifically identify the products, materials and equipment to be purchased by the City for the project. Such Purchase Order Requests and associated invoices shall not include materials for any other Projects under any other Contracts or other GMP Amendments. Each Purchase Order Request shall be prepared by each Subcontractor and be approved by the CM and Subcontractor prior to submission to the City. Each Purchase Order Request shall include, but not be limited to the following:
 - a. The name, address, telephone number, contact person and the City Vendor Number, if applicable, for the material supplier;
 - b. Manufacturer or brand, model or specification number of the item;
 - c. Quantity needed as estimated by Subcontractor;
 - d. The price quoted by the Vendor for the materials identified therein;
 - e. The applicable sales tax associated with such quote (as if not tax exempt);
And
 - f. Delivery dates as established by Subcontractor.
13. Purchase Order Requests shall include reference to any terms and conditions which have been negotiated with the Vendor (i.e. payment terms, warranties, etc.). All Purchase Order Requests are to be submitted to the City along with a copy of the Vendor's quotation, no less than 15 business days prior to the date required for ordering the materials. Purchase Order Requests shall not be in amounts less

than \$30,000.00, unless otherwise authorized in writing by the City. The CM shall provide written notice to the City at the time the last Purchase Order Request for City-Purchased Materials is submitted.

14. After receipt of the Purchase Order Request the City shall prepare its Purchase Orders for equipment materials or supplies Pursuant to the Purchase Order the Vendor will provide the required quantities of products materials and equipment at the price established in the Vendor's quote to the Subcontractor less any sales tax Upon receipt of each Purchase Order the Subcontractor through the Construction Manager, shall verify the terms and conditions of the Purchase Order and advise the City of any discrepancies no later than three (3) business days after receipt. A City staff member shall be the approving authority for the City on Purchase Orders for all City-Purchased Materials. The Purchase Order shall also require the delivery of City-Purchased Materials on the delivery date(s) provided by the Subcontractor in the Purchase Order Request and shall indicate F.O.B. the place of destination, which is defined as the Project site. City Purchase Orders shall contain, or be accompanied by, City exemption certificate and must include City name, address, and exemption number with issue and expiration date shown.
15. The CM through its Subcontractors shall be fully responsible for all matters relating to City-Purchased Materials in accordance with these procedures, including but not limited to timely delivery and receipt of all City-Purchased Materials, verifying correct quantities, verifying documentation or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of goods at the time of delivery, and loss or damage to equipment and materials following delivery to the site due to the negligence of the CM or any of its Subcontractors. The CM and/or Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The CM and/or Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The CM and Subcontractor agree to indemnify and hold harmless the City from any and all claims of whatever nature resulting from nonpayment of goods to Vendors arising from the actions or directions of CM or Subcontractor.
16. As City-Purchased Materials are delivered to the Project site, the Construction Manager through its Subcontractors, shall visually inspect all shipments from the Vendors, and approve the Vendor's invoice for materials delivered. The Subcontractors shall assure that each delivery is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation shall consist of a delivery ticket and an invoice from the Vendor confirming the Purchase Order, together with such additional information as the City or CM may require. The Subcontractors will verify, in writing, the accuracy of the delivery ticket.
17. Upon receipt of invoice, Subcontractors shall be required to review invoices

submitted by all Vendors of City-Purchased Materials delivered to the Project site either concur or object to the City issuance of payment to the Vendors, based upon Subcontractors' records of materials delivered to the site and any defects in such materials. The Subcontractor will then forward the invoice to the CM for its review and approval prior to submission to the City. All Vendor invoices shall be stamped "Approved for Payment" and be signed by the CM and Subcontractors prior to submission to the City for payment processing. The CM shall notify the City in writing in a timely manner such that the City can, at its option, visit the site to verify and audit the accuracy of the CM and Subcontractors' representation that the City Purchased Materials indicated in the invoice, delivery ticket or bill of lading were actually delivered to and are present on the Project site.

18. Vendor invoices shall be submitted to the City weekly and be accompanied by the aforementioned delivery documentation and a listing of all City-Purchased Materials that have been delivered to date in a format acceptable. The City will process the Vendor invoices and checks will be released, delivered and remitted directly to the Vendors in the manner as all other City Vendor invoices are processed pursuant to applicable Florida Law. The Construction Manager shall provide written notice to the City when all purchases and invoicing have been fully completed for each Purchase Order. The CM shall provide written confirmation from all Vendors confirming that all materials were ordered, delivered and invoiced as set forth in the Vendor's purchase order including confirmation of any portion of the materials and corresponding dollar amount not to be ordered, delivered and invoiced for the Project.
19. The CM and its Subcontractors shall be responsible for City-Purchased Materials being in conformance with the Contract and Construction Documents. All shop drawings and submittals shall be made by the Subcontractors, through the CM, in accordance with the Contract Documents for all City-Purchased Materials. CM and Subcontractor shall determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the CM or Subcontractor discovers defects or non-conformities in City-Purchased Materials, upon such visual inspection, the CM or Subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor, in writing, of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, in writing, through the Contractor- Construction Manager of such occurrence. If the Subcontractor fails to perform such inspection, and otherwise incorporates City-Purchased Materials, the condition of which it either knew about or should have known about by performance of an inspection, CM and Subcontractor shall promptly take action to remedy the defect or non-conformity so as not to delay the Work.
20. The CM and Subcontractor shall maintain detailed records of all City- Purchased Materials delivered to the site in a format acceptable to the City including all City-

Purchased Materials delivered into the Subcontractor's possession and portions of all such materials which have been incorporated into the work.

21. Each monthly Requisition for Payment shall clearly differentiate between and shall separately show amounts CM is requesting for payment for Work in place, all City-Purchased Materials Amounts established in the approved GMP, and amounts of all City-Purchased Materials delivered to the Project site. If any City-Purchased Materials represented in the Requisition for Payment as having been delivered to the site are found not to be present on the site, City reserves the right to deduct amounts from the Payment Requisition as appropriate to protect the City. Retainage shall not be withheld for City Purchased Materials.
22. After all Purchase Order Requests and associated invoices for payment for City-Purchased Materials have been finalized a deductive Change Order or contingency adjustment for City-Purchased Materials may be processed if deemed appropriate and at the sole discretion of the City. The Construction Manager shall provide a full final accounting and reconciliation of all City-Purchased Materials actual processed for the Project.
23. The CM and Subcontractor shall be responsible for all warranty and guarantee obligations set forth in the Contract Documents for the Project for all materials and products incorporated therein, including all City-Purchased Materials. All repairs, maintenance or damage repair calls related to City-Purchased Materials shall be forwarded to the Subcontractor for resolution with the appropriate supplier or Vendor.
24. The City shall acquire all materials in accordance with the requirements of Rule 12A-1.094, F.A.C., Item 5 of the COE and Florida Department of Revenue Tax Information Publication No: 13A01-01 dated March 11, 2013.
25. The City shall in no way be liable for interruption or delay in the Project for any defects or any other problems with the Project or for any extra or cost resulting from delay in the delivery of or defects in City-Purchased Materials and the Construction Manager and its Subcontractors expressly accept all risks and responsibilities for incomplete, improper or untimely delivery of these materials.
26. The CM shall be responsible for the removal and proper disposal of any waste City-Purchased Materials delivered to the site that were not used to complete the Project. The City, at its option, may take possession of any City-Purchased Materials delivered to the site that were not incorporated into the Work by the CM.

TAX SAVINGS AGREEMENT PROCEDURES

- A. The originating department will issue Tax Savings Agreement instructions to the contractor.
- B. The Contractor will compile a list of all purchases for this project that have an estimated cost over \$30,000.00.
- C. The originating department will enter a Purchase Order (PO) for tax exempt purchases. The PO must be issued to the actual vendor, not the Contractor. The originating department will be responsible for providing a copy of the PO to the Vendor, Subcontractor and CM.
- D. The originating department will complete a Certificate of Entitlement to the Vendor to affirm that the tangible personal property purchased will go into or become a part of a public work. The City's PO must be attached to the Certificate of Entitlement. There must be a separate Certificate of Entitlement for each purchase order. Copies of the Certificate are acceptable.
- E. The originating department is responsible for providing copies of the Certificate of Entitlement, PO and tax-exempt certificate to the Vendor and/or the Contractor.
- F. The vendor's invoice must be issued to the City, rather than to the Contractor. The City must make payment directly to the vendor.
- G. The City assumes title to the materials from the vendor at the time of purchase or delivery by the vendor.
- H. The originating department and the Contractor will verify that all invoiced materials and/or equipment were delivered and that the invoice is for the correct good and amount.
- I. The originating department will process invoices and forward them to the Finance Department's Account's Payables for payment.
- J. It is the responsibility of the originating department to maintain all paperwork pertaining to the agreement.
- K. The originating department shall keep track of all purchase orders issued and invoices paid.
- L. Change orders will be requested to reduce the Contractor's original PO amount by the amount of each PO issued for materials and/or equipment plus applicable sales tax. Upon completion of the project, any funds remaining on purchase orders along with the corresponding appropriate sales tax will be added back to the Contractor's PO.

OWNER DIRECT PURCHASE CHECKLIST

The City of Doral requires the following items prior to a purchase order being processed:

- A. Proposal
 - 1. Includes reference to project: Doral Central Park Parking Garage & Recreation Area
 - 2. Includes line-item pricing
 - 3. Includes separate line item for tax (for tracking purposes only)
- B. Vendor Application
- C. Business Entity Affidavit
- D. Vendor's current Form W-9
- E. Business Tax Receipt if local (Miami-Dade, Broward, and Palm Beach Counties)
- F. Letter from Kaufman Lynn Construction., recognizing the Vendor and proposal as acceptable for this project.

The Vendor in turn will receive the following items when the purchase order is processed:

- A. Purchase Order
- B. Terms and Conditions
- C. Certificate of Entitlement
- D. City's Tax-Exempt Certificate

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the City of Doral, Florida, ("Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017238110C-4, affirms that the tangible personal property purchased pursuant to Purchase Order Number

_____ From on or after _____ will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract Number _____ for _____

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ___ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ___ 2. The vendor's invoice will be issued directly to the Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by The Governmental Entity to the vendor from public funds.
- ___ 4. The Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
- ___ 5. The Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., The Governmental Entity will be subject to the **tax**, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, The Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax, I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name

Date

Federal Employer

Identification

Number: 73-1690945

Telephone

Number: _____

—

**You must attach the Purchase Order and the Florida
Consumer's Certificate of Exemption issued to the
Governmental Entity.**

*Do not send to the Department of Revenue. This Certificate of
Entitlement must be retained by the vendor and the
Contractor.*

EXHIBIT G

RESOLUTION NO. 26-35

RESOLUTION No. 26-35

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS RFP #2025-27 “PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR DORAL CENTRAL PARK PARKING GARAGE & RECREATION AREA”; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH KAUFMAN LYNN CONSTRUCTION AS THE TOP RANKED FIRM, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT AT RISK SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “City”) Central Park has been envisioned since its inception as a regional destination park intended to serve both daily recreational needs and large-scale community events; and

WHEREAS, during the early conceptual and master planning phases of the project, the inclusion of a structured parking garage was contemplated as part of the overall development strategy to support anticipated attendance levels and long-term park programming; and

WHEREAS, as the project advanced through preliminary design and cost refinement, the structured parking garage component was removed from the scope and replaced with surface parking as part of the overall site design. The surface parking area was incorporated into the design; however, it was subsequently value engineered prior to construction in order to prioritize core park amenities and maintain the project within available funding at that time; and

WHEREAS, with the completion of the City's Central Park and the activation of its major amenities—including, but not limited to, the amphitheater, the park is now positioned to host large-scale events, concerts, festivals, and community gatherings that generate high attendance levels. A structured parking garage will provide sufficient, reliable, and safe parking capacity to support; and

WHEREAS, on November 24th, 2025, the City issued Request for Proposals ("RFP") No. 2025-27 to solicit qualified and experienced vendors to provide "Pre-Construction and Construction Management at Risk Services for Doral Central Park Parking Garage & Recreation Area", with public notice legally advertised and distributed in accordance with Florida Statutes; and

WHEREAS, on January 6, 2026, the City received and publicly opened six (6) timely proposals; and

WHEREAS, on January 13, 2026, A publicly noticed evaluation meeting was held for Phase I scoring; and

WHEREAS, on January 23, 2026, A publicly noticed evaluation meeting was held for Phase II scoring. All proposals were evaluated based on the published criteria, including technical compliance, financial offer, qualifications, and overall value; and

WHEREAS, based on the evaluation scores, the ranking based on highest points is as follows:

1. Kaufman Lynn Construction
2. Pirtle Construction Company
3. Florida Lemark Corp.

WHEREAS, staff respectfully requests approval from the Mayor and City Councilmembers to award Request for Proposals No. 2025-27 “Pre-Construction and Construction Management At Risk Services For the Doral Central Park Garage & Recreation Area” to Kaufman Lynn Construction and authorize the City Manager to negotiate and enter into an agreement with Kaufman Lynn Construction, as the top ranked firm, and expend budgeted funds; and

WHEREAS, staff further requests approval from the Mayor and City Councilmembers to authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Kaufman Lynn Construction. Funding for this request is available in the current fiscal year and will come from the Parks & Recreation Department Account Number 301.90005.500650.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers hereby approved the award of Request for Proposals No. 2025-27 “Pre-Construction and Construction Management At Risk Services For the Doral Central Park Garage & Recreation Area” to Kaufman Lynn Construction and authorize the City Manager to negotiate and enter into an agreement with Kaufman Lynn Construction, as the top tanked firm, and expend budgeted funds. The Mayor and City Councilmembers further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Kaufman Lynn Construction. This authorization does not create or confer any rights to Kaufman Lynn Construction.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption.

The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	No
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 18 day of February, 2026.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT H

PERMIT RESPONSIBILITY SCHEDULE



PERMIT FEE RESPONSIBILITY SCHEDULE

Permit Type	Responsible Party	Notes
A. BUILDING & TRADE PERMITS – INITIAL ISSUANCE		
Master Building Permit	City of Doral (Owner)	
Trade Subcontractor Permits	City of Doral (Owner)	
Low-Voltage/Data/Security Trade Permit	City of Doral (Owner)	
B. PERMIT REVISIONS & SHOP DRAWINGS		
Master Permit Drawing Revisions	City of Doral (Owner)	
Trade Sub Permit Revisions	Kaufman Lynn (CM)	
Shop Drawings & Deferred Product Data Submittal Permits	Kaufman Lynn (CM)	
C. SITE, CIVIL & UTILITY PERMITS		
Master City Civil Permit(s)	City of Doral (Owner)	City, Public Works, Utilities Dept., Tree Removal
Outside Agency Civil Permits	City of Doral (Owner)	
FPL Initial Project Setup Fees	City of Doral (Owner)	Project Setup & Initial Equipment Fee (Temporary Utility Fees by KL until SCO).
WASD Fees	City of Doral (Owner)	WASD Permit, Connection Fees, & Recording Fees for Documents
NPDES Permit	Kaufman Lynn (CM)	
MOT Permit	Kaufman Lynn (CM)	
Dewatering Permit (if needed)	Kaufman Lynn (CM)	
D. TEMPORARY CONSTRUCTION PERMITS		
Construction Trailer Permit	Kaufman Lynn (CM)	
FPL Temporary Power Permit & Fee	Kaufman Lynn (CM)	
FPL Permanent Power Permit & Fee	City of Doral (Owner)	
E. OCCUPANCY, INSPECTIONS & EXTENSIONS		
Inspection & Reinspections Fees	Kaufman Lynn (CM)	
Certificate of Occupancy (Final CO)	City of Doral (Owner)	Occupancy of permanent structure – Owner.
Initial Temporary Certificate of Occupancy (TCO)	Kaufman Lynn (CM)	Contract's stated example of a CM-responsible extension fee.
Permit Extensions	Kaufman Lynn (CM)	Including TCO

EXHIBIT I

OWNER WARRANTY GUIDE



KAUFMAN LYNN CONSTRUCTION

Building Better Buildings® Program

EXHIBIT I — POST-CONSTRUCTION WARRANTY PROGRAM

This Exhibit establishes the Kaufman Lynn Construction post-construction warranty program and is incorporated into and made part of the Prime Contract.

1 — WARRANTY COVERAGE

Kaufman Lynn Construction provides a two (2) year warranty on workmanship and materials from the date of Substantial Completion. This warranty covers defects in construction arising from KL's work and the work of its Subcontractors. Subcontractor and manufacturer warranties, which may extend beyond or differ from the two-year workmanship warranty, are governed by the respective subcontracts, Project Documents, and manufacturer warranty documents.

At project turnover, the KL Project Manager will deliver a Project Warranty Register to the Owner as part of the closeout package. The Warranty Register identifies all applicable warranties for the project by trade, coverage type, coverage period, responsible party, and primary contact information.

2 — WARRANTY CLAIM PROCESS

The Owner is required to contact the responsible Warrantor (Subcontractor or Manufacturer) directly as the first step in any warranty claim, and to copy KL on all correspondence from the outset.

Central Warranty Inbox: klwarranty@kaufmanlynn.com is monitored by the Director of Quality Control and serves as the single point of contact for all external warranty communications. The Owner must copy this address on all warranty correspondence from the initial claim submission through closure. For Urgent issues, call the KL Project Manager directly — do not rely on email alone.

#	Action	Description
1	Identify & Document	Note location, defect description, and date first observed. Photograph the issue.
2	Contact Warrantor Directly	Contact the responsible Subcontractor or Manufacturer using the Owner Warranty Guide contact directory.
3	Copy KL on All Correspondence	CC klwarranty@kaufmanlynn.com and the KL Project Manager on all warranty emails from the initial submission forward.
4	Warrantor Resolves	Warrantor performs corrective work in a timely manner. If the Warrantor is unresponsive, KL will follow up with the Warrantor.
5	Owner Verifies & Claim Closes	Owner verifies the completed corrective work and provides written confirmation that the issue is resolved, at which point the claim is closed.

Non-Warranty Determinations

If KL determines a claim is not covered under warranty, the Owner will be notified in writing with an explanation. Common exclusions include: owner/tenant/third-party damage; normal wear and tear; failure to perform required maintenance per the Owner Maintenance Log; scope modifications made after Substantial Completion; and claims submitted after warranty expiration.

3 — 23-MONTH WARRANTY WALK

Approximately 23 months after Substantial Completion, KL will coordinate a Warranty Walk with the Owner. The purpose of the Warranty Walk is to ensure that any outstanding warranty items are identified and documented with



sufficient time remaining for the responsible Warrantors to perform corrective work before the warranty period expires.

Owner Obligations

- First, provide KL with a list of any known, unreported, or unresolved warranty issues prior to the walk when requested
- Participate in the 23-Month Warranty Walk
- Provide reasonable site access for Warrantors to perform corrective work

4 — OWNER MAINTENANCE LOG

At project turnover, KL will deliver a project-specific Owner Maintenance Log identifying all major building systems and products, required maintenance tasks and recommended frequencies. The Owner is responsible for acknowledging receipt in writing and for performing maintenance as documented. Warranty claims where the root cause is determined to be failure to perform documented maintenance may be classified as non-warranty items.

[END OF EXHIBIT]

Kaufman Lynn Construction | klwarranty@kaufmanlynn.com | Building Better Buildings®