Solicitation 12309 - 296

CM @ Risk Services for Breakers Avenue Streetscape Improvements Project

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

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Bid 12309 - 296
CM @ Risk Services for Breakers Avenue Streetscape Improvements Project

Bid Number	12309 - 296
Bid Title	CM @ Risk Services for Breakers Avenue Streetscape Improvements Project
Bid Start Date	Jul 3, 2019 3:30:07 PM EDT
Bid End Date	Aug 16, 2019 2:00:00 PM EDT
Question & Answer End Date	Jul 30, 2019 5:00:00 PM EDT
Bid Contact	Jim Hemphill Sr. Procurement Specialist Procurement Department 954-828-5143 jhemphill@fortlauderdale.gov

Addendum # 1

New Documents **Addendum 1.doc**

Changes were made to the following items:
CM @ Risk Services for Breakers Avenue Streetscape Improvements Project

Addendum # 2

New Documents **Addendum 2.pdf**

Changes were made to the following items:
CM @ Risk Services for Breakers Avenue Streetscape Improvements Project

Addendum # 3

Previous End Date Aug 12, 2019 2:00:00 PM EDT New End Date Aug 14, 2019 2:00:00 PM EDT

Addendum # 4

New Documents **Addendum 4.doc**

Addendum # 5

New Documents **Addendum 5.pdf**

Removed Documents	**CM at Risk Draft Contract.pdf**		
Previous End Date	Aug 14, 2019 2:00:00 PM EDT	New End Date	Aug 16, 2019 2:00:00 PM EDT

Description
The City intends to issue contracts to a State of Florida licensed construction firm to provide **Construction Management at Risk (CMAR) Services** for Breakers Avenue Streetscape Improvements.

The anticipated scope of work includes, but not limited to: street roadway improvements; water, sewer, and drainage improvements; signing and pavement markings; new landscaping and irrigation, new sidewalks; hardening and/or overhead utility to conversion (undergrounding); and, new lighting. Other improvements may also be necessary and determined during the design process. The proposed improvements provided for in this project may not occur at the same time and phased as necessary. Phasing may be subject to funding availability as well.

Added on Jul 15, 2019:
Addendum 1 has been added to the Documents Page
Added on Jul 16, 2019:
Addendum 2 has been added to the Documents Page
Added on Aug 2, 2019:
Draft Contract added to Documents Page

Addendum # 1

Addendum # 2

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Request for Qualifications

RFQ #12309-296

For

CONSTRUCTION MANAGEMENT AT RISK (CMAR) FOR THE BREAKERS AVENUE STREETSCAPE IMPROVEMENTS PROJECT

Venice of America

City of Fort Lauderdale

Issued on behalf of: THE TRANSPORTATION AND MOBILITY DEPARTMENT

Procurement Services Division
James T. Hemphill, Sr. Procurement Specialist
Fort Lauderdale City Hall
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, Florida 33301
Web Site Address: www.fortlauderdale.gov/purchasing

Submission Deadline

Day/Date:	**August 6, 2019**
Time:	**2:00 PM EST**
Location/Mail Address:	**Fort Lauderdale City Hall** **Procurement Services Division** **100 N. Andrews Avenue, #619** **Fort Lauderdale, FL 33301**

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) through its Procurement Services Division is seeking proposals from qualified proposers, hereinafter referred to as the Contractor or Firm, to provide Construction Management at Risk (CMAR) Services for the Breakers Avenue Project in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ). These services are described in greater detail in SECTION III – SCOPE OF SERVICES.

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist James Hemphill at (954) 828-5143 or email at jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

1.5 Discrepancies, Errors and Ommissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

1.6 Eligibility

To be eligible for award of a contract in response to this solicitation, the firm must demonstrate that they meet the following minimum qualifications:

1.6.1 Firm must possess a minimum of seven (7) years of continuous experience in Construction Management at Risk Services.

1.6.2 Firm must have a single project bonding capability of at least Eight Million Dollars ($8,000,000.00) with a surety company with an A.M. Best rating of AA or better.

1.6.3 A certified check, cashier's check or bank officer's check, in the sum of **Five Thousand Dollars ($5,000)**, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, must be submitted with your proposal.

CONTRACTOR MUST PROVIDE PROOF OF MEETING THESE MINIMUM QUALIFICATIONS IN THEIR PROPOSAL. IF THE MINIMUM QUALIFICATION REQUIREMENTS ABOVE ARE NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

1.7 Minimum Qualifications

Proposers shall be in the business of Construction Management at Risk and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

1.7.1 Proposer or principals shall have relevant experience in Construction Management at Risk Services.

1.7.2 Project manager assigned to the work must have experience in Roadway reconstruction project whose scope includes street roadway improvements; water, sewer, and drainage improvements; signing and pavement markings; new landscaping and irrigation, new sidewalks; hardening and/or overhead utility to conversion (undergrounding); and, new lighting and have served as project manager on similar projects.

1.7.3 Firm must be willing to establish, implement and maintain plans and tracking systems to satisfy Greenroads Project Requirements Credits, as defined in the tasks/deliverable, sustainability performance section.

NOTE: Previous experience on Greenroads rating is NOT required. Team member Greenroads Sustainable Transportation Professional Certification (STP) is preferred but NOT required.

1.7.4 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

1.7.5 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

1.7.6 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

1.8 Instructions

Careful attention must be given to all requested items contained in this RFQ. Contractors are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. FIRMs must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. FIRM's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

1.9 Disqualification

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the FIRM. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

1.10 Contractor's Cost

The City shall not be liable for any costs incurred by Contractor in responding to this RFQ.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFQ.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFQ.

2.5 Invoices/Payment

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

2.6 Related Expenses/Travel Expenses

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative (City's Director of Finance or City Manager).

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

2.7 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept

credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.8 Mistakes

The consultant shall examine this RFQ carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.9 Acceptance of Proposals / Minor Irregularities

2.9.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for qualifications.

2.9.2 The City reserves the right to disqualify Proposer during any phase of the competitive 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 Proposer.

2.10 Modification of Services

2.10.1 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.10.2 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.10.3 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.11 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.12 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.13 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at https://www.fortlauderdale.gov/home/showdocument?id=6036.

2.14 Protest Procedure

2.14.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award.

2.14.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.15 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.16 Subcontractors

A Sub-Contractor is an individual or firm contracted by the Contractor to assist in the performance of services required under this RFQ. A Sub-Contractor shall be paid

through firm and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFQ. The City retains the right to accept or reject any Sub-Contractor proposed in the response of Successful Contractor or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the successful firm and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither successful contractor nor any of its Sub-Contractors are considered to be employees or agents of the City.

2.16.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.16.2 Firm should include in their responses the requested Sub-Contractor information and include all relevant information. In addition, within five (5) working days after the identification of the award to the Successful Contractor, the firm shall provide a list confirming the Sub-Contractor(s) that the successful firm intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub- Contractor, the services Sub-Contractor will provide relative to any contract that may result from this RFQ, Sub-Contractors hourly rates or fees, any applicable licenses, references, ownership, and other information required of Contractor.

2.16.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.16.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.17 Proposal Guarantee Bond

A certified check, cashier's check or bank officer's check, in the sum of **Five Thousand Dollars ($5,000)**, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the

proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

2.18 Payment and Performance Bond

2.18.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.18.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.18.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

2.19 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.20 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from

commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.21 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.22 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.23 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.23.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.23.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.23.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.23.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.24 Public Entity Crimes

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public

entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.25 Insurance Requirements

2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Firm shall provide and shall require all of its Sub-firms and sub contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, all required insurance. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Pollution and Remediation Legal Liability (Hazardous Materials)
For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Professional Liability and/or Errors and Omissions
Coverage must be afforded for Wrongful Acts in the following amounts:

Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Deductible not to exceed 10%	
Must be in effect for at least five (5) years after Project completion	

2.25.4 Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be named as an Additional Insured on the general liability policy.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

i. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages.

j. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

k. The Contractor / Firm is allowed to use the contract scope of services to determine which subs will be required to document their Professional Liability insurance. The contractor, as per his contractual responsibilities, will be responsible for verifying which subs need the Professional Liability coverage and for obtaining documentation of their policies.

l. The Contractor / Firm is also allowed to determine the necessary policy limits for all of the required insurance coverages for their subs based on the tasks that they will be performing. This determination will need to be made based on the liability exposure for the actual work that the individual subs will be performing. Once again, the contractor will need to document their actual coverage and the City will need to be named as an additional insured under their Commercial General Liability policies.

m. The contractor will be required to carry and document his Owners and Contractors Protective Liability policy, however, the requirement is waived for the subconsultants.

n. Employers Liability limit is less than $500,000 for the subs. The Subcontractors will need to carry a minimum of $100,000 in coverage on their Employers Liability policies.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

<u>The Certificate Holder should read as follows:</u>
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue

Fort Lauderdale, FL 33301

2.25.5 The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.25.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.25.7 The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

2.25.8 Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

2.25.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.25.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.25.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

a. All Risk Coverage including Flood and Windstorm with no coinsurance clause
b. Guaranteed policy extension provision

c. Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
d. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
e. Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis)
Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:
a. All Risk Coverage including Flood and Windstorm with no coinsurance clause
b. Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage, and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

2.26 INSURANCE – SUBCONTRACTORS
Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.27 Canadian Companies
In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.28 News Releases/Publicity
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.29 Substitution of Personnel
In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the

Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.30 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.31 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Proposer's response to this RFQ.

2.32 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

2.33 CONTRACT AGREEMENT

Any subsequent contracts will be subject to the Agreements (one for preconstruction phase and one for construction phase). Based upon the Guaranteed Maximum Price (GMP) proposal given under the Pre-Construction Services, the City may or may not proceed with the Construction Services. If the GMP is not acceptable to the City, the City reserves the right to discontinue the Construction Phase without recourse or liability.

In accordance with the Pre-Construction Services and Construction Services identified above, the City anticipates entering into contracts for specific projects with the respondent who submits the qualifications judged by the City to be the most advantageous to the City. The City anticipates awarding a contract to the sole respondent chosen, but reserves the right to award in any fashion that in its sole determination, finds in its best interest.

By submitting a proposal each firm is confirming that the firm has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).

The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFQ requirements.

SECTION II - INTRODUCTION / SCOPE OF WORK

Construction Management at Risk (CMAR) Services for Breakers Avenue Streetscape Improvements

The City of Fort Lauderdale invites appropriately licensed construction firms to submit qualifications and experience for consideration to provide **Construction Management at Risk (CMAR) Services** necessary to construct the improvements for the City for Breakers Avenue Streetscape Improvements project. The City expects to begin phase1 construction to begin Summer 2020. See attached illustrative design and renderings.

1. Scope Of Services

The City intends to issue contracts to a State of Florida licensed construction firm to provide **Construction Management at Risk (CMAR) Services** for Breakers Avenue Streetscape Improvements.

The anticipated scope of work includes, but not limited to: street roadway improvements; water, sewer, and drainage improvements; signing and pavement markings; new landscaping and irrigation, new sidewalks; hardening and/or overhead utility to conversion (undergrounding); and, new lighting. Other improvements may also be necessary and determined during the design process. The proposed improvements provided for in this project may not occur at the same time and phased as necessary. Phasing may be subject to funding availability as well.

The anticipated Scope of Services may include, but is not limited, to the following:

- Working side-by-side with the City contracted professional engineering team during the design stages. CMAR will be tasked to review plans at 30%, 60%, 90% and 100% to ensure constructability, adequacy of pricing and materials, preparation of project schedules, conducting feasibility analyses, assisting with site plans and/or design alternative and recommendations and preliminary cost estimates leading to a Guaranteed Maximum Price (GMP). Contractor shall help Identify any design restrictions that could affect the overall design and intent of the project(s).

- Preparation of a detailed cost estimate at the 30%, 60% and 90% design intervals to confirm initial budget allocations and/or to seek City's advice before proceeding with next level and final designs. The firm will be responsible for cost controls throughout the design and construction project except for design and construction elements added or deleted by an expressed City directive.

- CMAR may be requested to participate in presentations to elected officials, advisory boards, staff, and the public.

- CMAR shall work with design team members to prepare all required bidding and construction documents for final permitting.

- CMAR will prepare bidding packages and secure no less than three (3) proposals for work not conducted by own work forces.

- Attendance at City Commission, Advisory Committee meetings, and public meeting may be required.

Firm(s) and/or any subcontractors must have previous experience in infrastructure projects, and must be properly licensed and bonded to provide services as outlined above. Bonding shall be equal to 100% of the anticipated construction costs. Firms must have previous municipal experience.

2. Tasks/Deliverables

Firms will provide constructability review at various intervals (60-90%) for City staff review. Due to the requirement that the Contractor(s) be readily available for meetings, discussions and tours within the affected areas of responsibility, it will be necessary for any Qualifier to have an office physically located within the tri-county areas of Miami-Dade, Broward or Palm Beach County. This office must be an active facility from which services are routinely provided and not merely a post office box or other type of mail drop, nor can it be the office of simply a representative agent. The City reserves the right to inspect any facility designated by the Qualifier to insure that it complies with this section. Should the City be unable to identify qualified providers within the tri-county areas, the City may at its sole discretion elect to negotiate with firms that are not based out of Miami-Dade, Broward or Palm Beach County, or re-advertise this solicitation and seek a new pool of applicants.

Upon successful competitive negotiations with the selected CMAR Firm(s), an agreement shall be prepared reflecting the agreed upon direct costs and unit prices and outlining the duties of the CMAR described herein. The agreement shall also provide a termination date agreed upon by the Parties. The City reserves the right to extend the contract in 90 day increments provided both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Thereafter, the CMAR shall be required to compile and submit a proposal with a GMP (GMP may include agreed upon contingencies and allowances) and a separate guaranteed completion date for each grouping of substantially similar construction, rehabilitation, or renovation activities as defined by the City Representative, but shall not commence construction on any project until receipt of a Notice to Proceed (NTP) approved by the City based on the GMP and completion date.

SCOPE OF WORK

The intent of this "Request for Qualifications" is for the City to select a CMAR Firm capable of providing management services necessary to construct the improvements within the City as outlined above. The selected CMAR Firm may be responsible for both preconstruction and construction phases of the project and/or may be responsible for only the construction phase on projects, depending on the determination of the City for each particular project. Generally, the selected CMAR Firm will be responsible for the successful, timely, and economical completion of each project. Applicants are encouraged to self-perform any of the general services listed herein. The CMAR Firm may retain necessary design professionals under the process provided in Florida Statute Section 287.055. The types of services required may include, but shall not be limited to, the following.

Preconstruction:

A. Review and coordination of the proposed work that the architect, engineer and/or the owner prepare for the project, within the existing site conditions.
B. Submit to the architect, engineer and owner for consideration appropriate cost and savings programs (value engineering), suitability of materials and equipment and schedule of construction.
C. Coordinate competitive bidding and contracting for trade subcontractors.
D. Calculate and provide a GMP for the project or each phase of the project.
E. Provide a preliminary construction schedule.
F. Attend all required meetings as required to facilitate the project.

Guaranteed Maximum Price:

The successful CMAR shall prepare and submit a Guaranteed Maximum Price (GMP) proposal to the City after completion of the pre-construction services. The GMP proposal must be prepare in accordance with the guideline and delivered in the format specified by the City. The City, at its sole option and discretion, may specify different requirements for the GMP proposal. The CMAR shall not withdraw its Guaranteed Maximum Price proposal for ninety (90) days following submission to the City.
The CMAR shall submit the GMP proposal in a bound format which shall include but not limited to the following:

- Cover sheet including project title and City project number.
- Summary sheet of GMP Proposal including subcontractor bids, allowances, contingencies, bonds, insurance, conditions, and exclusions. This sheet shall also contain contract time, construction start date, date of submittal completion, date of final completion, critical patch schedule, and proposes work hours.
- Schedule of costs
- Detailed summary of general conditions.
- Allowance list statement amount and uses.
- Proposed subcontractor list.
- List of all solicited contractors.
- Subcontractor bid sheets with proposed selected contractors highlighted.
- Plans, drawings, and specifications specific to the GMP.
- Any supporting documents reference in the GMP.

After appropriate general review, and comparison of the initial GMP proposed by the CMAR with the City's projected budget, the City may accept, or reject the GMP proposed by the CMAR, or attempt to negotiate its amount and its terms and conditions with the CMAR.

At such time the GMP preparation process results in a mutually agreeable GMP value, the City will document its acceptance thereof in writing and both parties shall execute a contract amendment for the project that incorporates the GMP and its supporting documents into the contract. The CMAR scope of basic and additional services shall be detailed and subject to a final determination of the project scope and size and careful negotiation and coordination between the selected CMAR and the City.

Construction:

The Contract shall establish a GMP for the project and shall be negotiated and executed prior to the commencement of any work. The types of services required may include, but shall not be limited to, the following:

A. Provide Performance and Payment Bonds for the full value of the GMP for each phase of the project.
B. Monitor City's Purchasing guidelines, and City's goals for the project.
C. Apply for, obtain, coordinate and pay for all permits, inspections and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
D. Coordinate and insure compliance with all contract and insurance requirements.
E. Create, maintain, and present an overall construction schedule and Schedule of Values for the project or phases of the project.
F. Coordinate Construction Management Services, including but not limited to:

1. Regular job site meetings.
2. Maintaining and updating schedules.
3. Overseeing quality assurances.
4. Maintaining and providing copies of all contract documents.
5. Insuring compliance with all safety programs.
6. Coordination of all construction.
7. Coordination of all onsite administration.

General Services:

Work to be accomplished under this contract may include services to develop an active, unique and exciting street including outdoor uses for the community and right-of-way improvements to public roadways as per scope of work. The following are examples of possible efforts:

A. Undergrounding existing FPL, ATT and Comcast overhead utilities.
B. Lining sewer infrastructure, replacing water infrastructure
C. Green storm water infrastructure
D. Pedestrian improvements
E. Sustainable street elements.
F. Art elements.
G. Landscape Beautification.
H. On-Street Parking
I. Base information review/identification of site design issues/opportunities.
J. Cost estimating and value engineering.
K. Paving and Hardscape materials.
L. Lighting-Electrical Engineering (Fixture selection, photometrics and location).
M. Site Furnishings and Special Features.
N. Roadway alignment plan coordination.
O. Outline Specifications.
P. Plans that shall reflect the location and dimensioning of the following elements:
   1. Plazas, walkways/sidewalks, and specialty features.
   3. Site furnishings
   4. Exterior lighting

5. Hardscape/Paving Plans
6. Special pavement materials and patterns (Type and location)
7. Pedestrian surfaces/Plazas
8. Curbs and paving borders
9. Planting Plans - Quantity, size, and description of the following:
   - Trees
   - Shrubs and groundcovers
   - Soil mixes
   - Planting details and specifications
10. Irrigation (City water source)
    - Piping and hydraulics design
    - Pump and/or well design
    - Specifications

Q. Construction Details
- Special pavements
- Various lighting treatments
- Landscaped edges and buffers
- Curbs and hardscape edges
- Site furniture
- Construction Details
- Construction Specifications
- Technical Specifications
- ADA compliance

Sustainability Performance

The City is pursing the Greenroads rating system as a performance management tool for sustainable infrastructure. The selected firm must establish, implement and maintain plans and tracking systems to satisfy minimum Greenroads Project Requirements Credits-

PR-8: Waste Management;
PR-9: Pollution Prevention;
PR-10: Noise & Glare Control;
PR-11: Utility Conflict Analysis.

Also, the must be willing to establish, implement and maintain plans and tracking systems to satisfy Construction Activities Credits identified at 90% engineering design by City's Engineering Design Consultant, Kimley-Horn and the firm (CMAR) team. Ratings information can be found in attached Greenroads Version 2 rating, or at www.greenroads.org. Certification is administered by Greenroads Foundation and reporting will be coordinated by the City's Project Manager.

Greenroads Rating System is an internationally-recognized third party sustainability performance management tool that measures environmental, social, and economic performance of design and construction activities on transportation development projects.

SECTION IV - SUBMITTAL REQUIREMENTS

The following information and documents are required to be provided with response to this RFQ. Failure to do so may deem your proposal non-responsive.

The purpose of the proposal is to demonstrate the qualifications, competence, capacity and proposed approach of the firms seeking to undertake the work for the City of Fort Lauderdale in conformity with the requirements of the specifications in the RFQ. The proposal must demonstrate the qualifications and experience of the firm and of the particular staff to be assigned to the Project as well as a proposed approach and specific scope of services to be performed.

The proposal should address all points outlined in the specifications, plans and RFQ. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFQ.

Submission Requirements / Number of Copies

Proposals shall be submitted and received on or before 2:00 P.M., EST, on date indicated in RFQ SCHEDULE. One (1) original and one (1) copy plus five (5) electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the Proposer to ensure the proposals are received on or before the date and time stated, in the specified number of copies and in the format stated herein or your proposal may be rejected. soft copies must match the original hardcopy. In case of any discrepancy between the original hard copies and the soft copy, the original hard copy prevails.

By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

CONTENTS OF QUALIFICATION STATEMENT / SUBMITTALS: (Indexed in the order listed)

The City prefers that responses to this RFQ be as concise as possible, double-sided where practical, be bound in a soft cover binder and utilize recyclable materials as much as practical, elaborate binders are not necessary or desired. Please place the labeled DVD/CD in a paper sleeve.

The selected CMAR FIRM shall demonstrate a proven track record of Construction Management at Risk services for similar projects, and shall demonstrate a thorough understanding of the necessary work as described in SECTION III – SCOPE OF SERVICES of this RFQ. CMAR Firm should demonstrate where they have successfully achieved rapid implementation of similar type projects and have a history of delivering projects on time and under budget.

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Interest:
A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Confirm and demonstrate (where applicable) that you meet / comply with the requirements of **1.6 - Eligibility and 1.7** - **Minimum Qualifications**

Please limit this section to four pages (excluding City forms and resumes) and divided under sub-titles as listed below.

Technical Approach
Firms or teams shall submit their technical approach to the tasks described in the scope including details of how each phase of the project would be completed.

A) Overall approach and methodology:
Explain the firm's approach to the project(s) from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors. Communication and outreach pre-construction and during construction.

Office Locations:
Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also, identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also, include knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials Include the firm's ability/willingness to establish, implement and maintain plans and

tracking systems to satisfy Greenroads Project Requirements Credits, as defined in the tasks/deliverable, sustainability performance section.

B) Firm's Experience:

Prior experience:
Explain experience with projects of similar size for a government agency and complexity in an urban environment especially regarding streetscape improvements, i.e., sidewalk widening projects, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL, Comcast, and AT&T standards and certifications (if necessary and applicable, contractor and/or subcontractor must be FPL/Comcast/AT&T-approved/certified), roadway construction and resurfacing (for work on FDOT and/or County roadways contractor and/or subcontractor may need to be FDOT and/or County approved/certified), etc., completed during the past five (5) years:

a. Number of similar projects including projects completed for the City
b. Complexity of similar projects
c. References from past projects

Organizational Chart:
Specifically identify the management plan (as necessary) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to the project, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

References:
Complete the City's vendor references form for past 5 or more projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

C) Firm's Project Team/Technical Support:
Submit a completed "Project Team" form (attached). The purpose of this form is to identify the key members of your team, including any specialty sub-consultants. Include resumes for key personnel for prime and sub-consultants.

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Indicate specific project related capability of the in-house office and field support; including previous experience with similar projects (include a **Letter of Commitment** confirming staff

assigned to the project(s) will participate until the project is completed. Replacement of designated staff will require City's written approval):

a. Number of in-house technical staff
b. Qualifications of in-house technical staff

(1) Number of licensed staff
(2) Education of staff
(3) Experience of staff

D) Cost/Schedule Control:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines. Describe the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders. Provide budget vs. actual costs for at least three (3) projects in the last 5 years. The City is seeking examples of on-time, on-budget projects.

E **Proposal Guarantee Bond**

A certified check, cashier's check or bank officer's check, in the sum of **Five Thousand Dollars ($5,000)**, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

SECTION V - EVALUATION/SELECTION PROCESS

5.1 – Evaluation Procedure

5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings.

5.1.2 Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

5.1.3 CMAR Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth in this RFQ. An Evaluation Committee will select no fewer than three (3) of the highest ranked proposers for oral interviews/presentations.

5.1.4 A Selection and Evaluation Committee consisting of design professionals and City staff will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ. The firm shall furnish the City such additional information as the City may reasonably require.
The committee will score and rank all responsive proposals and determine a minimum of three (3) firms deemed to be the most highly qualified to perform the required service, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The selected firms will be required to provide presentations to the Committee for final recommendation ranking. The City will not be liable for any costs incurred by the firm in connection with such presentation.

5.1.5 Any firm(s) involved in a joint venture in its Statement of Qualifications (SOQ) will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

5.1.6 The City will enter into negotiations with the top ranked firm for professional services for both the Pre-Construction Phase and the Construction Phase. If successful with these negotiations, agenda items (one for pre-construction services, and one for construction services if both parties agree to proceed with the construction services phase) will be presented to the City Commission to award.

5.1.7 Once the City's Design Team has Construction Documents and specifications **ninety (90%) complete**, the Contractor will be required to submit a Guaranteed Maximum Price (GMP) and a payment and performance bond for the full value of the GMP. If the City and the Contractor are able to negotiate and agree upon the GMP and final contract terms, an agenda item will be prepared for submission to the City Commission for approval to enter into the Construction phase.

5.1.8 If the City and the Contractor are unable to agree upon a GMP, then the Agreement will be terminated and the City may elect to issue a new solicitation for the construction phase services or begin negotiations with the firm ranked 2nd in the original solicitation process. Should a new solicitation become necessary, the City reserves the right to select the most appropriate procurement method in its sole discretion.

5.1.9 The City reserves the right to allow sales tax savings for direct purchases where possible and practical for this Project. If the City elects to receive the sales tax savings on certain items within the GMP, the Contractor will be required to manage the sales tax savings on behalf of the City.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula for determining allocation of evaluation criteria to each responsive, responsible proposer. Each evaluation criteria stated in the RFQ has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFQ. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2. Criteria

NUMBER	CRITERIA LISTED	POTENTIAL
	Did this firm affirm in their proposal, within the title page and/or as an attachment, that firm meets the Minimum Qualification Requirements	**YES** **NO**
1.	Overall Approach and Methodology	**30**
2.	Firm's Experience	**20**
3.	Firm's Project Team / Technical Support	**20**
4.	Scheduling/Cost Control	**30**
	TOTAL POINTS	**100**

Notwithstanding anything to the contrary contained herein, the City of Fort Lauderdale reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Fort Lauderdale.

5.3 - Contract Award

5.3.1 The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City

also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

5.3.2 The Evaluation Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Evaluation Committee deems to be in the best interest of the City. The City Commission of the City of Fort Lauderdale, FL, shall be requested to authorize staff to negotiate a contract with the first ranked firm. Additional negotiations may occur as required.

5.3.3 Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

5.3.4 The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

- End –

Section VI

Required Forms

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STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for MBE or WBE status: MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

_____

_____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of five hundred dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

_____ _____
Name (printed) Signature

_____ _____
Date: Title

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	**RELATIONSHIPS**
_____	_____
_____	_____
	_____
	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACT PAYMENT METHOD BY P-CARD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

In accordance with Article 7, item 7.4.3 of the consultant agreement attached herein, payments for all services will be made utilizing the City's P-Card program (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of the agreement.

Please indicate with which credit card you prefer to be paid:

_____ Master Card

_____ Visa Card

Company Name: _____

_____ _____
Name (printed) Signature

_____ _____
Date: Title

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

_____ _____

Authorized Signature Print Name and Title

_____

Date

Renderings

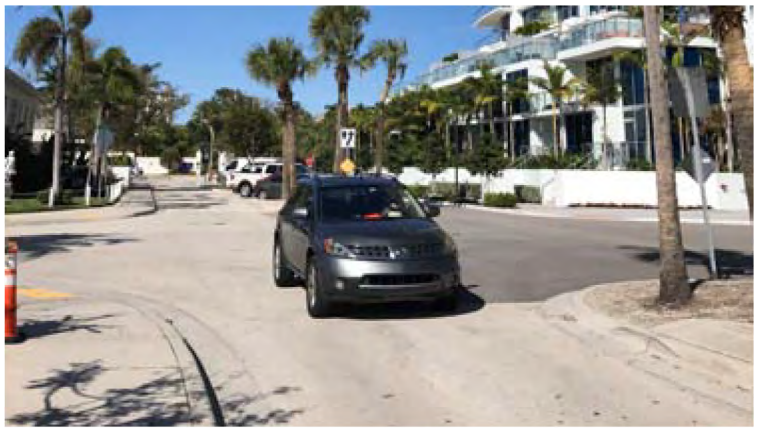
Rendering 1

- Multi-colored paved street and sidewalk
- Shaded walking and sitting areas
- Vertical bollards securing on-street parking

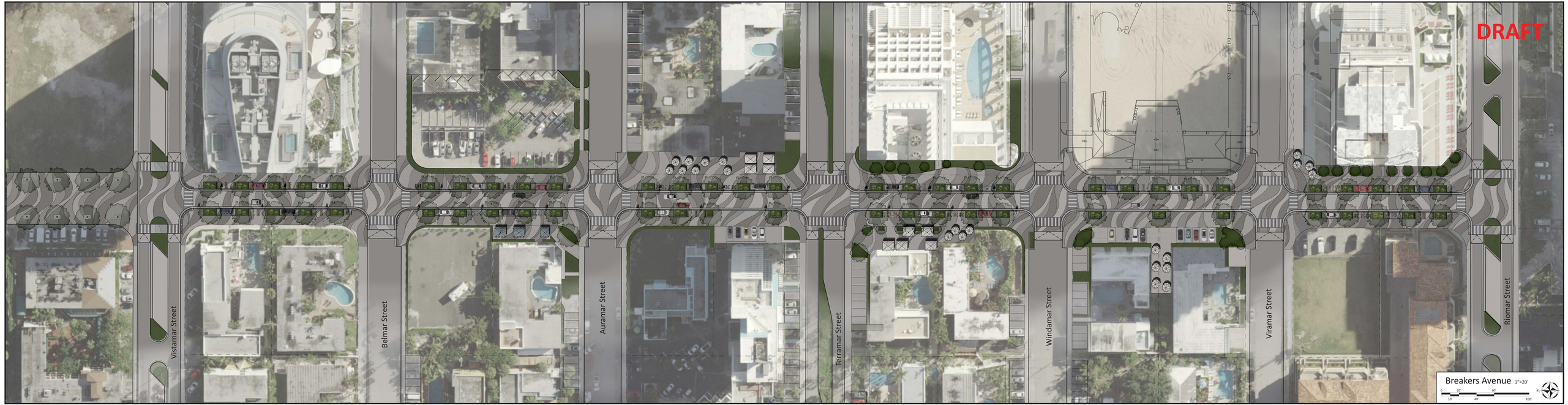
Rendering 2

- Brightly colored public art
- Shaded outdoor dining
- Curbless street design
- Bike racks and safe bicycling

Rendering 3



- Change in crosswalk pavers
- Integrated street design
- Circular bollards on intersection corners


DRAFT
Vistamar Street
Belmar Street
Auramar Street
Terramar Street
Windamar Street
Viramar Street
Riomar Street
Breakers Avenue 1"=20'
0
20'
60'
10'
40'
100'

Greenroads®

RATING SYSTEM V2

2015.12.16

www.greenroads.org

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Suite B202
Redmond, WA 98052
United States

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Legal Information
This document is intended for personal use only.

Copyrights and Trademarks
The user agrees to respect all content, copyrights, trademarks, and Logos of Greenroads International and will not sell, modify, reproduce or create derivative works of this document for any commercial or public purpose without express written permission.

Intent and Content
The user shall recognize that the Greenroads Rating System is a synthesis of industry knowledge and collection of best practices derived from a decade of industry research and practice, over half a million dollars in publicly funded academic studies at the University of Washington prior to creation of the nonprofit Greenroads International, and over 30,000 hours of volunteer and staff time. All of the practices have been project-tested, calibrated to incentivize high performance, and fully researched before their careful inclusion in the Rating System.

The Rating System includes many performance measures of sustainable practices for transportation design and construction projects. Employing any or all of these sustainable practices may or may not help make Your Project more sustainable, though Greenroads International believes they are accurate and reliable measures for sustainability performance. The user is advised that new information, practices, and technologies may be discovered after the date of this publication that may cause the information in the Greenroads Rating System to change. Greenroads International may publish errata and addenda from time to time to supplement or change the information contained herein.

No Warranty or Guarantee
Greenroads International does not guarantee the accurateness, completeness or suitability of the information contained for any application or for any purpose. Greenroads International further makes no claims that the practices included in the Rating System, used in whole or in part, are the only practices that may be considered to create more sustainable projects, nor that the Rating System is a complete summary of all possible established practices in any way.

Greenroads International is not responsible for the final condition of your project and makes no warranties, expressed or implied, about the performance of your work when using the Greenroads Rating System.

Release of Liability
The user of the Greenroads Rating System agrees to hold harmless Greenroads International, its members, volunteers, and contractors from any and all claims, without limitation, for relying upon information provided in the Greenroads Rating System.

ACKNOWLEDGEMENTS

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Adele Botha

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California Department of Transportation
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City of Raleigh, NC
City of Santa Ana, CA
City of Tacoma, WA
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KPG, Inc.
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National Ready Mix Concrete Association
NZ Transport Agency
Perteet, Inc.
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TranspoGroup
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INTRODUCTION

The Greenroads® Rating System is an easy way to measure and manage sustainability on transportation projects. Greenroads Projects are the missing links of the world's most sustainable cities, or those wishing to become greener cities, that have green building rating systems down pat and an eye toward holistic sustainable development. The Rating System challenges Project Teams to go above and beyond minimum environmental, social and economic practices with an independent, third-party review of a project's sustainability performance.

The Greenroads® Rating System recognizes transportation projects that have been designed and constructed to a level of sustainability that is substantially higher than current common practice.

The Greenroads Rating System is designed to recognize projects that are cleaner, greener, longer-lasting, quieter, safer, and better places for people, the planet, and pocketbooks. After five years, we are working with more than $10 billion US dollars in construction project value, but we know that is just a drop in the bucket of the global transportation market. We have helped cities, counties, states, and countries toward this larger goal of fundamentally changing the way the world builds its transportation for a more sustainable future. We invite you to be a part of it, to educate yourself and your peers, and to help us recognize the world's next generation transportation projects.

WHAT IS GREENROADS®?

The Greenroads® Rating System is a collection of sustainability best practices and activities, called "credits," that apply to transportation capital assets, much like third-party rating systems for green buildings. Completing credits can earn points toward a total score, called a "Rating," that can be used as an indicator of the overall sustainability of a project, and as tool to communicate green performance.

Greenroads credits are grouped into seven categories based on sustainability theme areas and project lifecycle phases. Credits are either mandatory or voluntary. All Projects pursuing Certification must complete all 12 mandatory credits (called Project Requirements) in order to qualify. There are 49 other voluntary credits (called Core Credits and Extra Credits) that when completed with all the Project Requirements, earn points toward one of four Certification Awards: Bronze, Silver, Gold and Evergreen.

Rating System at a Glance

Category Name	Credits	Points
Project Requirements (PR)	12	0
Environment & Water (EW)	10	30
Construction Activities (CA)	11	20
Materials & Design (MD)	6	24
Utilities & Controls (UC)	8	20
Access & Livability (AL)	10	21
Creativity & Effort (CE)	4	15
Total Main Categories	57	115
Total w/ CE	61	130
Certification Thresholds	**PRs**	**Points**
Bronze	All 12	40
Silver	All 12	50
Gold	All 12	60
Evergreen	All 12	80

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PROJECT RATING PROGRAM SUMMARY

Working on your first green mile or kilometer? This section explains how the Greenroads Project Rating Program works and the tools available to participating Project Teams.

Pursuing a Greenroads Rating provides an independent, third-party, expert evaluation of the transportation Project. There are two types of official ratings that Greenroads offers.

PILOT PROJECT ASSESSMENTS

A Pilot Project Assessment is an informal, but officially recognized, Greenroads Rating completed with a few important project documents, and supported by a verbal interview. Pilot Projects carry educational, promotional and future value for Certification planning and are generally used as a soft entry into the Project Rating Program prior to committing to Certification. Pilot Projects can be customized to suit the needs and goals of the Project Team and may be performed confidentially. Pilot Projects can be performed at any time during project development and have a shorter turnaround than Certification. Multiple Pilot Projects may also be completed as part of a Pilot Program.

Certification is the most common goal for the majority of projects that are interested in the Project Rating Program. Greenroads does not guarantee all Projects will be recommended to pursue Certification.

PROJECT CERTIFICATION

Certification is a formal Rating assigned by Greenroads staff and approved by the Board of Directors based on rigorous review of all project documents in the as-built condition. For a Project to be “Certified,” a Project Team must satisfactorily complete and document all 12 Project Requirements and earn at least 40 points to meet the minimum threshold for Certification. Certification requires the Project Team to provide full disclosure of Project data and documentation, participation from several members of the design and construction team for the entire duration of the Project, and use of the Greenroads Website for document submittals and records. Certification is the ultimate goal for most Projects, but may not be appropriate for all Projects based on eligibility criteria.

NO RATINGS BY OTHERS

Claims made by any party other than Greenroads International or its licensed partners that projects are rated or Certified are NOT recognized and should not be assumed to be compliant with the measures set forth in the Rating System. All Greenroads Projects are publicly listed in the Project Directory: greenroads.org/projectdirectory.

NO ENDORSEMENTS

Greenroads does not have preferred providers, processes or products, and validates no claims thereto. Greenroads does not endorse any particular products, brands, processes, people or organizations.

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THE PROJECT HANDBOOK

The *Greenroads Project Handbook* is the set of rules and policies for how a given project will be rated. It is reviewed and updated periodically by the Board of Directors. It includes much more detailed information about how projects are rated, agreements, roles and responsibilities, timing for submittals, versioning, petitioning rules, how to submit credit ideas, and other general expectations and terms for submittals and participation in Greenroads. Please read the *Project Handbook* before getting started on your first project.

Please read the *Greenroads Project Handbook* before getting started on your first project. Download the current *Handbook* at **greenroads.org/handbook.**

AGREEMENTS & POLICIES

A variety of legal agreements govern participation in the Greenroads Rating Program. They are:

- Registration Agreement
- Assessment Agreement
- Certification Agreement
- Logo Use Agreement

It is important that all Projects take time to read and understand the Agreements and Policies, all of which are available for review on the Greenroads Website: greenroads.org/policies. Agreements and Policies are updated from time to time, usually about once a year.

USING THE GREENROADS WEBSITE

The Greenroads Website is the proprietary project management, credit tracking, and document storage hub for all team members on the project. It is the key means of communication between Greenroads and the Project Team. All Project Team members are advised to view our video tutorials (greenroads.org/tutorials) to learn how to navigate and use the Website in the Project Rating Program. The videos will walk you through the process of Project Registration and uploading documents for Certification and Pilot Projects in about 20 minutes.

YOUR INTELLECTUAL PROPERTY

All required project documents must be disclosed to Greenroads, including cost data and change orders. If you have concerns about confidentiality, Your Project does NOT need to be publicly registered, and we offer elective confidentiality arrangements on request.

HOW WE MAY USE YOUR PROJECT INFORMATION

Greenroads reserves the right to publish, distribute or otherwise use project data in accordance with the educational mission of the organization. Project information that is not confidential may be shared on the Greenroads Website, in future publications, technical and academic presentations, and in other forms of public

media. Confidential project data is treated in aggregate with other Project data, without disclosing any information about the Project's identity. Greenroads may also use Project information created as a result of working with Greenroads for internal business development and/or quality control purposes to improve user experience.

OUR INTELLECTUAL PROPERTY

Greenroads® and all Greenroads Logos (the "Logo(s)"), further described in the Greenroads Trademark & Copyright Policy, are the registered and unregistered trademarks and proprietary marks of Greenroads International. This document, previous versions of the Rating System, the Greenroads Website and Greenroads Policies are all subject to copyright. All Greenroads intellectual property is extremely valuable to Greenroads and is protected to the largest extent possible by foreign and domestic laws. Infringement upon or misuse of this intellectual property is a material breach of Greenroads Agreements, policies, and violation of law.

FEES

Fees are set annually by the Board of Directors and are posted on the Greenroads Website. The fees for Greenroads are to be paid by the party that signs the agreements. Fee estimates are based on information provided by the Project Team at the time of Application and the selected evaluation that the Project Team opts to pursue. Failure to represent Project duration accurately, or requiring changes and modifications to these dates may result in additional fees for delays, expedited submittals, extensions of the Agreements, or changes in applicable Rating System version. The Project Team is responsible for informing Greenroads, in writing, of any material changes to the duration of the Project's expected completion. All Agreements are subject to expiration.

RATING SYSTEM ERRATA

It is important for Project Teams to understand the current status of the Greenroads Rating System when determining the strategy for Certification because the Rating System changes over time. From time to time, Errata of collected corrections and clarifications are published to keep the operable version of the Greenroads Rating System up to date. Errata should be used in conjunction with this document, and are intended to keep the Project Rating process consistent with Technical Decisions, clarifications including responses to public comments on the online Rating System, and other content-related questions that have been resolved by working with Registered Project Teams. Formatting issues with website display of credit language and typographical errors are considered minor housekeeping issues and will not usually be formally tracked and recorded in Errata.

FUTURE VERSIONS OF THE RATING SYSTEM

A new version of the Rating System represents substantial changes to the content of Greenroads credits and organization of the Rating System. Greenroads International prepares and produces new versions of the Rating System on a planned update cycle of approximately three to five years. When a new version is released, a sunset schedule of no less than one year will be published on the Greenroads Website. If you are pursuing Certification, the current version of the Rating System that applies to your Project is the version that is current as of the date of a valid Registration Agreement for Your Project, unless a new Rating System is released and your Project will not finish construction prior to the version sunset date. You may opt-in to a new Rating System version, but you may not regress to an older version. Greenroads may recommend version upgrades for certain projects.

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ABOUT THE RATING SYSTEM

All Greenroads credits have been included in the Rating System on purpose. Each activity is supported by a substantial body of academic and industry research and has been calibrated with real projects to validate their inclusion within the Rating System as well as their technological possibility in practical applications. You can read all about the background of each metric in the original publication of the *Greenroads Manual v1.5*, published by the University of Washington, now archived on the Greenroads Website. New practices included in Version 2 have been similarly developed and vetted as a result of active participation and engagement from Project Teams.

Each Greenroads credit is a message to the transportation industry about how sustainability performance might be improved and verified throughout design and construction of our publically funded capital transportation projects. It is true that all of these practices have been done before. However, it is rare to find projects that are doing many of these things at once, and rarer still to find those reporting their performance holistically and quantitatively.

Ultimately, the purpose of participating in the Greenroads Project Rating Program and using the Rating System to shape design and construction is to give true meaning to the idea of green for transportation projects, as a measure of environmental, social and economic success when they are built.

Greenroads Credit Categories & Intent

	Project Requirements	Mandatory baseline activities to be considered "sustainable."
	Environment & Water	Promote environmental best practices related to land use, habitat, water, and other ecological resources.
	Construction Activities	Promote environmental, social and economic best practices for construction beyond minimum compliance.
	Materials & Design	Promote responsible practices for materials management to lower costs, extend service life, and reduce maintenance.
	Utilities & Controls	Promote best practices for improved operations, efficient systems, improved mobility, and enhanced user experience.
	Access & Livability	Promote best practices for improved quality of life, including safety, human health, accessibility, social justice and placemaking.
	Creativity & Effort	Promote practices that are unique and exceed performance expectations.

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BASELINE PERFORMANCE: PROJECT REQUIREMENTS

Project Requirements are the minimum steps that must be completed in order to be considered a Greenroad (defined as: *a transportation project designed and constructed to a level of sustainability that is substantially higher than current common practice*). These mandatory credits can be thought of as characteristics common to all Greenroads, and a baseline for any road to become more sustainable than current common practice.

A Greenroads® Project is transportation project designed and built to a level of sustainability that is substantially higher than current common practice.

The credits in the Project Requirements Category are fundamental to the idea of transportation sustainability and the Project Requirements are the most important activities in the Rating System. The aim of the Project Requirements category is to position a project to think more strategically and holistically about sustainability practices throughout the entire lifecycle of the Project.

In order to achieve Certification the Project Requirements must all be met and documented and an additional number of Core Credit points must also be earned. In other words, regardless of how many points are achieved, if a project does not achieve all of the Project Requirements, a project will not be eligible for Greenroads Certification Award.

SCORING POINTS: CORE CREDIT CATEGORIES

Each credit in the Greenroads Rating System contributes in one or more ways with specific environmental, social, and economic benefits. Completing and documenting the core credits in Greenroads will likely result in a high performance green transportation project. Greenroads Projects can provide cleaner water, reduced emissions, better connectivity for all users and modes, and often cost less, last longer, and are safer, more comfortable places for people and communities.

Core Credits are voluntary to pursue, and there are more credits available than all projects will reasonably be able to achieve. There are 45 credits organized between five Core Categories, arranged roughly according to the professionals that are most likely to be involved in preparing and documenting these activities during project development and construction.

The Core Categories are: Environment & Water, Construction Activities, Materials & Design, Utilities & Controls, and Access & Livability. The Core Categories are further ordered in order of frequency of achievement: for example, Environment & Water category credits are less frequently achieved than those in the Access & Livability category. In order to earn a Certification Award, at least 40 points must be earned for a Bronze Rating.

CORE CREDITS WITH MULTIPLE PATHS

In Greenroads v2, we have combined several performance measures from earlier versions of Greenroads under the same core credit, because the measures contribute to the meeting the same goal. Some credits, but not all, have multiple paths to meet the same goal. Projects must pick one path to submit for that specific credit.

Achievement of multiple paths, or achievement of more than one item under a single path heading, may qualify the Project for Extra Points in the Creativity & Effort Category.

A FEW RULES ABOUT CORE CREDITS

- Only one path may be earned per credit.
- There is no partial credit or partial points.
- If multiple paths or higher increments of performance are achieved for any Core Credit, points are added to the CE-3 Enhanced Performance Credit, not to the core credit itself. The Core Credit will earn the maximum points for the path with the highest value.

GETTING EXTRA POINTS: CREATIVITY & EFFORT

Up to 15 Extra Credit points can be earned by any Project Team for establishing new and unique ideas, having an educated and integrated Project Team, achieving a higher incremental performance than credits allow, meeting more than one of the path options for a credit, or for aligning with locally important strategic values. More details are available in the instructions for Creativity & Effort (CE) credits CE-1 through CE-4. Extra points are not required for any Project to earn Certification.

SOME RULES ABOUT THE CE CATEGORY

- No more than 15 extra points in the CE Category may be earned by any one Project, even if new ideas are developed and added to the Rating System over time and added to the CE Category.
- If multiple paths or higher increments of performance are achieved for any Core Credit, points are added to the CE-3 Enhanced Performance Credit, not to the core credit itself. Only one path may be earned per credit, usually the highest value path will be earned for the original credit.
- No extra points are available for credits in the CE Category (projects may not earn points above the maximum points allowed by any CE credit).
- As new ideas are developed and adopted into the Rating System, they may be incorporated as alternative paths for existing credits OR as new CE category credits and made available to all active and future projects.
- There is no partial credit. The entire core credit must be earned prior to earning any extra points for enhanced performance or beyond compliance activities (CE-3).
- Innovative idea submittals that propose lower standards on an existing core credit will not be accepted.

TIPS FOR DOCUMENTING YOUR INNOVATIONS

The purpose of all the credits in Greenroads is to provide evidence of your sustainability decisions as you progress through project development. Project Teams are responsible for proposing innovative ideas or alternatives to Greenroads. When you have an innovation to share with Greenroads and industry practice in general, be sure to keep good records of how you came to the idea. Then, make sure that it is a concept that can apply beyond your specific case. Sometimes it is difficult to map project-specific practices to globally applicable performance measures. Project Teams proposing innovations should follow the same general weighting structure that is used for all credits in the Rating System.

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RATING SYSTEM

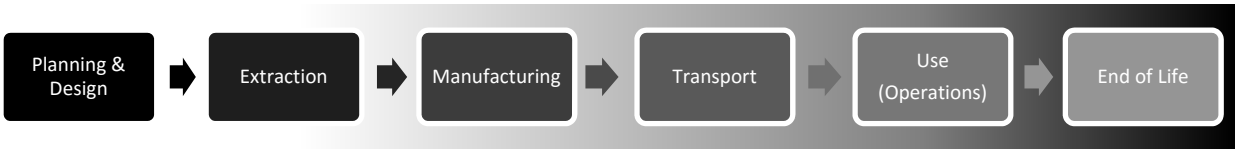
HOW CREDITS ARE WEIGHTED

Each credit in the Greenroads Rating System contributes in one or more ways to specific sustainability benefits and goals, where **sustainability is defined as a system's capacity to support natural laws and human values**[1] (e.g. environmental, social, and economic values). Points for each credit are assigned based on measurable performance outcomes achieved and are weighted by relative lifecycle impacts and motivations for the activity. Below are some general rules that we have used to assign weights to the credits in the Rating System so that weighting is consistent throughout and reflects the highest sustainability priority or objective for any one credit. Most credits have multiple benefits that achieve multiple sustainability objectives under the weighting approach. Most are expressed as a range of achievement starting with a minimum of 1 point up to 5 points.

- **Not Weighted.** Minimum requirements to be considered a Greenroad. Unweighted activities occur upstream in the early stages of transportation planning and project development but impact the whole lifecycle.
- **1 point.** Credits motivated by financial considerations or economic impacts in the short term, credits related to construction activities or time and productivity.[2,3]
- **2 points.** Credits motivated by social considerations, related to people and their interactions with the human environment, including core transportation issues such as mobility, safety, access and human health, jobs, cultural resources, and movement of goods and services.[4]
- **3 points.** Credits that reflect environmental performance beyond compliance and environmental quality improvements or minimized environmental impacts to natural resources.[5]
- **5 points.** Credits related to the highest overall lifecycle impacts for energy, carbon dioxide emissions, people, and lifetime cost-effectiveness within direct control or influence of the design and construction team.[6]

WHAT WE MEAN BY "LIFECYCLE IMPACTS"

Transportation projects (one lane, one mile) take about as much energy to build as 100 average American households use in one year (about 4 terrajoules). For those of you on the metric system, that is about 60 average annual American households per kilometer per lane. That is quite a big impact, and a big carbon footprint of about 243 metric tons. So, how many households do you commute to work?

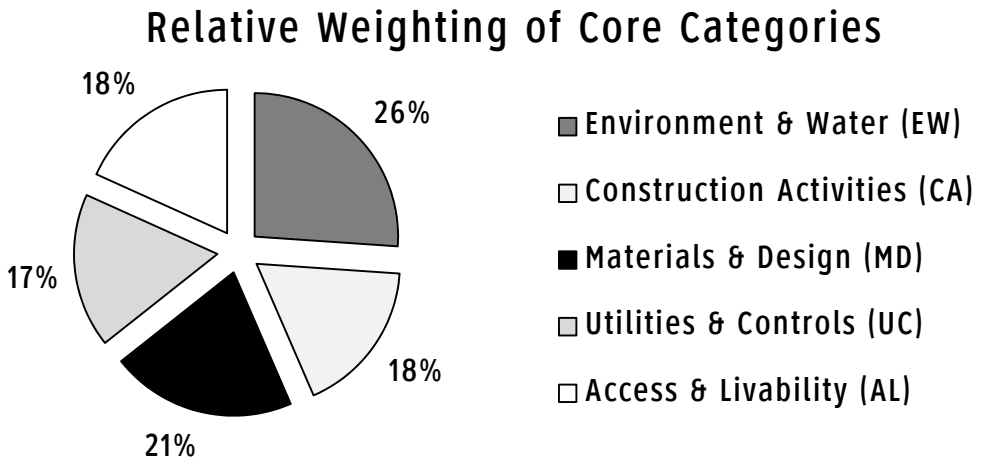


[1] Muench et. al (2011). *Greenroads Manual v1.5.*
[2] Version 2 clarifies and simplifies the weighting approach used in Muench et al. (2011) *Greenroads Manual v1.5.*
[3] Bureau of Transportation Statistics, Transportation Statistics Annual Report 2013. Tables 1-1 Estimated Value of Transportation Capital Stock by Mode, 2005-2012 and Table 1-2 Value of Construction Put-in-Place, 2005-2012.
[4] Equity, safety and health impacts of transportation is studied in Litman and Doherty (2011), Transportation Cost and Benefit Analysis Techniques, Estimates and Implications[2nd ed.] Accessible at vtpi.org/tca/
[5] The weights are based on an approximation of ecosystem resources economic value from *Costanza et al. (1997). The value of the world's ecosystem services and natural capital. Nature. 387, 253-260.*
[6] Derived from Muench, S.T. (2010). Roadway Construction Sustainability Impacts: A Life Cycle Assessment Review. *Transportation Research Record* 2151, TRB, National Research Council, Washington, D.C., pp. 36-45.

The best part about the impacts is that we have the technology and skills available now to get beyond business as usual. We only have one chance to meaningfully reduce a transportation project's footprint and its lifecycle impacts and costs: when it undergoes construction work. Construction projects represent a substantial portion of capital investment for public spending. For example, upwards of 75% of public expenditures on transportation for streets and highways is on construction materials for pavements and other structural materials.[7]

At Greenroads, we have done our homework[1,8] and mapped out the areas of impact where better choices during design and construction can have the most sustainable results. We reviewed more than 44 studies[6] of life cycle assessments for transportation projects. Initial construction operations (equipment energy and emissions only) have the smallest contribution to the project footprint and found these rules of thumb helpful to organize and assign weights to Greenroads credits:

- Materials production (including extraction and manufacturing processes) has 20 times the impact of initial construction operations.
- Materials transport for construction and construction maintenance has about five times the impact of initial construction operations.
- Initial construction is approximately three times more impactful than future construction maintenance and preservation activities (where substantial materials are required).
- Project system operations over 40 years had about the same energy in electricity as all lifetime construction and construction maintenance activities.
- The footprint of motor vehicles matches initial construction footprint within about 1-2 years of facility use.



While category weights are not an exact match to the research, the relative weights of each category shown in the above chart do reflect our values as Greenroads International. Specifically, the values of each credit and category represent what we have discovered to be important, meaningful and challenging to improve sustainability in the long run for transportation projects.

[7] Bureau of Transportation Statistics, Transportation Statistics Annual Report 2013, p. 110.
[8] Anderson, J. and Muench, S.T (2013). Sustainability Trends Measured by Greenroads Rating System. *Transportation Research Record* 2357. TRB, National Research Council, Washington, D.C., pp. 24-32.

Greenroads®

VERSION 2
RATING SYSTEM

GETTING STARTED: APPLY

All Projects must submit a free Screening Application. The Screening Application process allows Greenroads to sort projects and recommend the best path to participate in the Greenroads Project Rating Program. The Application creates an entry in the Website database with some basic information about the scope and purpose of Your Project for our staff and a point of contact so we can reach you.

MINIMUM ELIGIBILITY CRITERIA TO APPLY

The Screening Application is open to all and always free. There is one key criterion to consider before you apply:

- The Project or Program (one or more Projects) must be real property that serves a transportation purpose and provides a public benefit.

WHAT TYPES OF WORK SHOULD APPLY?

Greenroads can be used to rate most transportation capital and construction maintenance projects. Most of the projects rated to date have some sort of motorized component, though Greenroads is not mode-specific or restrictive. Motorized facilities may or may not have major structural components such as bridges, tunnels and retaining walls.

The most common types of projects we see are:

- Street improvements (new, reconstruction, rehabilitation, streetscapes)
- Highway improvements (new reconstruction, rehabilitation)
- Stormwater utility improvements in a street or right of way (e.g. raingarden installation)
- Bridge replacements with affiliated structural and approach work
- Transit-related improvements and stop facilities

Unusual applicants that would likely be best to rate first as Pilot Projects:

- Rail[9] (any kind).
- Bridge retrofit
- Air and water port capital projects (non-roadway facilities)
- Equestrian facilities or otherwise unpaved trails
- Low volume roads
- Parking lots or other parking facilities

WHAT TYPES OF WORK SHOULD NOT APPLY?

- Specific products

[9] We do have a Greenrails™ program concept currently seeking Pilot Projects.

- Specific processes
- People (see our Sustainable Transportation Professional accreditation program)
- Companies and agencies (see our Membership Program ways to get involved www.greenroads.org/join)
- Policies and plans
- Maintenance practices and operational systems (and any other daily business of an agency or organization)

WHAT HAPPENS WITH YOUR APPLICATION?

1. After we receive the Application, we will contact you to discuss the Project.
2. Then, we will provide a formal estimate of the fee, including any Membership discounts that apply on behalf of the Applicant (including owner agency member discounts).
3. Greenroads staff will set up your project to proceed to Registration if approved.

You are now an Applicant to our Program. The Project is waiting to be approved to participate, and we check your application against the Minimum Eligibility Criteria before you proceed to Registration.

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RATING SYSTEM

GETTING REGISTERED

After your Application eligibility is determined, and the Project has been approved to participate in the Greenroads Project Rating Program, all projects must Register.

Registration is complete and official when:

1. Greenroads receives a signed online Registration Agreement [electronic signatures are accepted].
2. All Registration fees are paid.

As soon as Registration is complete, the Project Team has access to the online Project Workspace and may begin using the online system for tracking and managing the Project's submittals and team members.

Registration expires two years from the date of Registration Agreement, or 90 days past the date of final completion reported on the Project Application, whichever is sooner. To extend Registration, you can proceed to a Pilot Project Assessment or Certification or pay an extension fee.

MINIMUM ELIGIBILITY CRITERIA TO REGISTER

Most Projects are approved for Registration, but must also meet the following minimum eligibility criteria.

- ☐ The Project or Program must be owner-approved to proceed to project development. This means the Project is a programmed and approved part of a transportation plan, and it is reasonably expected to be built within a few years.

If a Program is Registered containing multiple projects, the Registration applies to the entire Program. Projects registering for Certification may be subject to late fees upon Registration if the Project does not meet certain eligibility criteria for the Project Rating Program. Projects are considered late to Register for Certification if:

- ☐ The Project value is less than $15 million USD and is less than 180 days from construction notice to proceed.
- ☐ The Project value is $15 million USD or more and is less than 365 days from construction notice to proceed.

WHAT HAPPENS DURING REGISTRATION?

1. You are offered the opportunity to Register Your Project in your online Project Workspace. A member of the Project Team will sign into the Greenroads Website to sign the Registration Agreement.
2. You will submit payment for any fees due upon Registration.
3. The Project is automatically listed in the public Project Directory, with a short description and location (if provided) that identifies the Project on a map. If desired, the Project Team may elect to keep the status of the Project's Registration confidential at this step (note that project documents are always private and accessible only by Your Team and Greenroads staff assigned to your Project).
4. The Project Workspace for Your Project is activated for use by the Project Team.
5. Greenroads will contact Your Team to arrange introductory training.

6. Following introductory training, Greenroads will provide the team with a Target Score. A Target Score has no bearing on the actual Rating of the Project, but may be a helpful tool for the Project Team to establish reasonable performance expectations going forward.

You are now part of a Registered Greenroads Project (or Registered Greenroads Program, if you have registered multiple Projects.) You can start preparing Your Project for your first submittal on the Website.

Additional training is recommended for most Project Teams, and may be arranged through the Greenroads Education Program. Routine refresher training may be required for large, extended duration Greenroads Programs with multiple Projects.

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RATING SYSTEM

GETTING RATED: PILOT PROJECT ASSESSMENT

Pilot Projects are a state-of-the-Project score and gap analysis completed by Greenroads staff using a few critical project documents combined with a verbal interview of a few key members of the Project Team. Pilot Projects are thoughtful, expert Assessments of a Project's performance that carry educational value, limited promotional and business development value, and often future strategic value for Certification planning and programming (especially for owner agencies). Pilot Projects are a great soft entry into Certification for Project Teams new to Greenroads and to sustainable transportation in general.

The Assessment process is more fluid, informal and flexible than the Certification process and may be completed **at any time** in the Project lifecycle (even for completed projects) with a **short turnaround** compared to Certification. In some cases, including all major Projects above a certain value threshold (>$15 million USD) and all multi-Project Programs, Assessment is a required first step toward Certification. Details about when and why Assessments might be required are included in the *Greenroads Project Handbook*.

Projects that successfully complete a Pilot Project (without confidentiality restrictions) may use the Greenroads Pilot Project Logo on their Project's site, website, and informational materials for limited outreach purposes. Pilot Project recognition and other confidential results are valid for 3 years after completion of the Rating.

MINIMUM ELIGIBILITY CRITERIA FOR PILOT PROJECTS

It's easy to commit to a Pilot Project and meet the minimum eligibility criteria.

- ☐ Meet Screening Application Eligibility Criteria
- ☐ Meet Registration Eligibility Criteria
- ☐ Agree to share your Project data with Greenroads (see "How We May Use Your Project Information.")

HOW PILOT PROJECT RATING WORKS

The goal of any Assessment is to demonstrate the maximum score potential and establish a benchmark of current performance based on limited information, collected informally. Credits are evaluated by a Greenroads Reviewer, who is trained on interpreting the credit instructions. Based on the intent shown in Standard Project Documents (plans and specifications, etc.) or affirmed verbally by the Project Team, points can be awarded in a yes-no-maybe fashion to provide an idea of as-is score and an educated guess about the Project's overall potential score, if Certification were to be pursued. The feedback provided by Greenroads for an Assessment makes the required documentation needs very transparent for future certification efforts, highlighting existing efforts to achieve credit goals, and often finding notable opportunities to save money and reduce environmental and social impacts.

For Assessment, demonstrating *intent* alone, with or without actual documentation is sufficient to complete the score. There is an expected margin of error in an Assessment score, especially if done early in Project planning, since project scopes and goals tend to vary over time, and actual Project sustainability performance expectations tend to change with them. As such, an Assessment Rating, as it may be based partly on verbal information, has no

bearing on the future Certification of a Project. The complete documentation for all credits would be required if any future Certification is to be pursued.

Most projects that pursue Assessment are interested in establishing a performance benchmark and getting recognized for what is being done for sustainability on the Project without expending much effort to track and organize sustainability documents throughout project development. All international projects outside the United States start with Pilot Projects and many major domestic projects are recommended to do so.

WHAT HAPPENS IN PILOT PROJECT ASSESSMENT?

1. You are offered the opportunity to sign the Assessment Agreement for Your Project in your online Project Workspace. A member of the Project Team will sign the Assessment Agreement on the Greenroads Website.
2. You will submit payment for any fees due for your selected Assessment.
3. If your Project is not confidential, it will be listed as a “Pilot Project” in the Project Directory.

You are now part of a Registered Greenroads Pilot Project.

4. You will upload, at minimum, all requested documents appropriate to the selected Assessment (see scopes of work posted on the Greenroads Website) to the “Project Home” section on the Project Workspace.
5. You may organize and upload documents according to specific credits if desired, but it is not required. (Projects using Assessment as a path to Certification may wish to spend time to organize documentation for Assessment in this fashion.)
6. Greenroads will contact Your Team to arrange an initial interview about Your Project documents.
7. Greenroads will complete follow up interviews as needed.
8. Greenroads staff briefly reviews documents submitted and prepares at least one Scorecard for the Project based on our understanding of the intent of the Project Team.
9. Greenroads assigns a Rating which demonstrates the current and potential scores of the Project as presented. Documents are not reviewed for Certification-related content and details, but feedback is provided about Certification readiness.

WHAT SUCCESS LOOKS LIKE

When your Project Rating is completed, you may be authorized to put up a sign or plaque with an appropriate Greenroads Logo on your Project. We publicly recognize projects that successfully participate in the Project Rating Program on an annual basis at our routine membership events. If your Project is a Pilot Project, Greenroads also shares your Project performance for others to use as examples in the Greenroads Featured Project Portfolio, located on the Greenroads website: www.greenroads.org/portfolio.

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Northshore Drive Road & Drainage Improvements Bellingham, WA, USA

The Northshore Drive Pilot Project (above) in the City of Bellingham, Washington in 2009 was the City's first Rating (below: Project Manager Freeman Anthony) and one of the first test projects used when developing the rating system. It included pervious concrete sidewalks and bike lanes and asphalt overlay on a collector street in a suburban area. The City took what they learned and applied it on their next Project, Meador Kansas Ellis Trail, when the Rating Program began in 2011. Bellingham has since registered six more projects for Certification!

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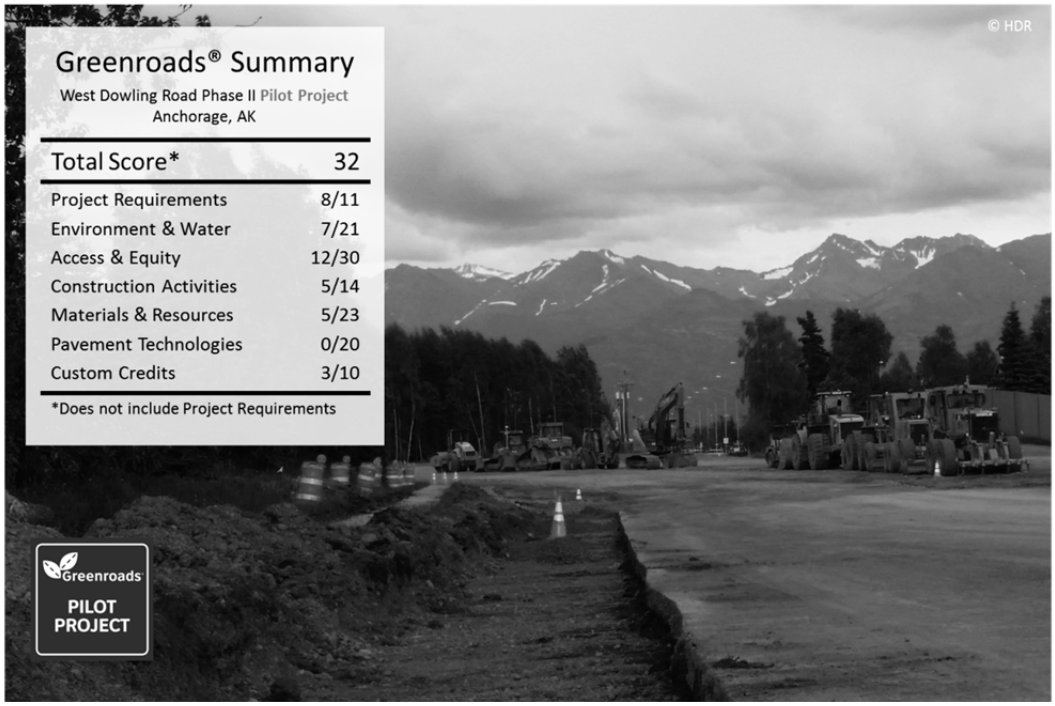
RATING SYSTEM

West Dowling Road Phase II

Alaska DOT & PF, Anchorage, AK



Alaska Department of Transportation & Public Facilities completed its first Pilot Project for West Dowling Road Phase II in late 2014 (above). The Project is a new $46.8 million highway corridor in the City of Anchorage, improving mobility improvements for all modes and upgrading stormwater and sewer utilities. The Project built dedicated snow storage and created systems to clean snow near Tina Lake (below left). The Project Team was recognized at the April 2015 Annual Reception (below right: Jenn Harper, HDR; Adam Hand, Granite Construction) and will be looking for future opportunities to apply Greenroads in Alaska, including starting a local Greenroads Chapter and continuing to pursue Certification on the West Dowling Road Phase II Project.

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RATING SYSTEM

GETTING RATED: CERTIFICATION

A Greenroads Rating is a rigorous, independent third-party evaluation by the Greenroads International of a transportation Project to determine which Greenroads credits a Project has completed and earned. The Greenroads Rating System requires all Project documentation to be organized and submitted via an online process for verification of earned credits according to the details outlined in each Greenroads credit being pursued. Certification is a process that tracks with the schedule of project development through the end of construction. Projects may become Certified only after final completion.

A Project with a Rating is eligible for a Greenroads Certification Award if it completes the Certification process successfully, by meeting all of the Project Requirements and achieving a number of voluntary credit points.

MINIMUM ELIGIBILITY CRITERIA TO CERTIFY

Automatic approval terms to participate in Certification are listed below. Any one of the 10 items below missing requires staff approval and review and waiver of any term before proceeding to Certification. Most projects that do not meet all 10 will be directed to a Pilot Project Assessment first.

- The Project is in full legal and regulatory compliance from the start of project development, or upon Registration, whichever is soonest, and remains so for the duration of Certification.
- The Project has at least one centerline and/or flow pattern and is located on contiguous real property.
- The Project must be part of a transportation master plan(s) and/or comprehensive system plan(s) that has been approved by all local public agencies impacted by the project and the approval process includes a public engagement component.
- The Project must have more than 50% funding approved for construction.
- The Project must be present within an approved budget upon commitment to Certification and reasonably be expected to receive full funding within 2 years.
- The Project is more than 6 months prior to construction NTP (for projects <$15 million) or 1 year (for projects >$15 million).
- At least one representative that is a full time employee of the public owner agency is part of the process for the full duration of Certification.
- The Project includes substantial transportation-related improvements and is more than 5,000 square feet (464 square meters) in total disturbed area.
- A Project Team may not attempt to certify real property that is not owned by the Primary Owner without also including the other Owner Agencies on the Team.
- Projects must be located in a country that has successfully completed a Greenroads Pilot Program.

HOW CERTIFICATION RATING WORKS

Your project is scored by Greenroads staff Reviewers upon digital submittal of documents and other records for the Project provided by the Project Team through the Greenroads Website. At least one Reviewer is assigned to each Project pursuing Certification. Greenroads Reviewers are trained and experienced on Greenroads Project

Ratings to interpret the Greenroads credit instructions. The Project Team is responsible for selecting, activating, and documenting all credits for which a score is desired on the Greenroads Website.

The Reviewer's role is to make sure the Project Team adheres to program eligibility rules, credit instructions, and other Project Rating Program terms. The Reviewer is your connection to the interpretation and understanding of the Greenroads Rating System.

Credits do not often require a narrative or essay or unique documents created outside the scope of normal design and construction documentation, beyond some calculations and recordkeeping tasks. However, it may be in the best interest of the Project Team to provide such supporting narratives in the condition that the documents do not speak for themselves.

It is in the Project Team's best interest to prepare, provide and present clear, concise, complete and correct information that is representative of the Project's performance for all credits that the Team intends to pursue.

Project Teams will be given feedback for their submitted documents by their Reviewer. Generally, if the Reviewer cannot understand the intent or purpose of a document provided the credit will be marked as one of the three following conditions: denied, in progress, or accepted. Your Reviewer will also let you know if clarification is needed, revision is needed, or additional information (audit) is required through the Greenroads Website.

Greenroads Reviewers may:

- Assist Your Team verbally or via electronic communication for technical questions on interpreting the Greenroads credit instructions.
- Assist you in understanding technical calculation requirements for credits requiring them.
- Pass your technical questions on to be answered to the Technical Committee of the Board of Directors (a volunteer committee of subject matter experts).
- Deny your Project if it does not satisfy eligibility requirements.
- Recommend Your Team participates in additional Greenroads training.

Greenroads Reviewers will not:

- Prepare calculations for your Project.
- Organize or translate your submittals.
- Provide strategic guidance for Your Team.
- Share confidential information.
- Provide written reports of your performance outside of Greenroads Website communication, unless purchased separately (additional fees apply).
- Tell you what your score may be based on any single document outside of the rating process.
- Attend project meetings except as a participant with the purpose of explaining the program rules or training
- Provide Rating advice outside the scope of the Agreement for the Rating you choose.

- Provide a professional peer review of any credit or your Project for any reason.

The Reviewer's findings are final for Assessments and Certification, and your Project Rating for Certification is not complete until a Board vote confirms the Reviewer's recommendation. More information about roles and responsibilities, the Rating Process, and submittal preparation is included in the *Greenroads Project Handbook*.

DEFINING RATING BOUNDARIES

Boundary definition is addressed case-by-case. In most cases, the Screening Application, done early in project development, can help identify reasonable Project Boundaries as the Project(s) moves forward. The Project Boundary is often determined considering at least two factors: the limits of construction (in space and timing) and the Owner(s) of the real property being developed and Rated.

In several cases, the Project Boundary may NOT equal the construction limits. In these cases, Your Project may be a Greenroads "Program" – consisting of multiple certifiable segments, which are called "Greenroads Projects."

Here are some known examples of Greenroads Programs.

- Corridor improvements constructed in multiple phases
- Streetscape improvements in multiple locations, and
- Alternative delivery projects with an operations and maintenance component completed by private companies operating on behalf of the Owner agency.
- Projects involving real property owned by multiple Owners.

In all cases, what is Certified must have a continuous perimeter, no gaps or discontinuities in area, and at least one centerline or flow pattern. All areas within the boundary must be in a state of good repair upon acceptance and be expected to continue performing in this condition for a minimum of 5 years before reconstruction.

- It is REQUIRED that all of the segments ("Projects") in a Greenroads Program meet and document all of the Project Requirements.
- It is NOT required that all of the segments identified in a Greenroads Program pursue Certification.
- It is NOT required that all of the segments in a Greenroads Program pursue Certification under the same version of the rating system (often the case condition with phased or extended duration Programs).
- It is NOT required that a Greenroads Program is contiguous with a continuous centerline or flow pattern.
- Programs cannot be Certified, unless ALL Project segments pursuing Certification in the Program are Certified. (A Composite Rating may be assigned for Programs, which is a weighted average score of all Projects.)

Additional boundary criteria and guidance may be developed and published in Errata or separately.

WHAT HAPPENS DURING CERTIFICATION?

1. You are offered the opportunity to sign the Certification Agreement for Your Project in your online Project Workspace. A member of the Project Team logs into the Website to sign the Certification Agreement.
2. You will submit payment for any fees due, according to your agreed payment schedule.

3. If your Project is not confidential, it will be listed as a "Registered" in the Project Directory until your Certification process is completed successfully. See additional information on how you may talk about Your Project's Certification goals in the Greenroads Project Handbook.

You are now part of a Registered Greenroads Project pursuing Certification.

4. You will upload Standard Project Documents to the "Project Home" section on the Project Workspace.
5. You will organize, upload and link other documents required to support your elected pursuit of specific credits according to the submittal schedule and terms described in the *Greenroads Project Handbook.*
6. You will schedule and coordinate meetings with Your Project Team throughout design and construction and develop a strategy for the Certification process that suits Your Project.
7. You will maintain an open line of communication with Greenroads staff for the duration of Your Certification.
8. You will submit documents to Greenroads via the Greenroads Website. When you submit, Greenroads staff reviews your documents according to the credit instructions and prepares feedback for the Project Team.
9. Greenroads assigns a score based on the information provided for each submission of documents.
10. Projects that satisfactorily meet and document all 12 Project Requirements and earn a minimum of 40 points from any voluntary credits (Bronze Rating) by the end of the Certification process (within 90 days of final completion) are eligible for recommendation to the Board of Directors for a formal Certification Award. See additional information on how you may talk about Your Project's Certification after successful achievement in the Greenroads Project Handbook.

Projects that complete the Certification process successfully are called Certified Greenroads Projects, and may publicize and promote their sustainability achievements with an official Greenroads sign or plaque.

REQUIRED PERFORMANCE REPORTING

Certified Projects must report their performance and continue to collect and disclose select performance data after Certification is awarded. Failure to report results in Greenroads International rescinding or voiding Certification of Your Project. More information about performance reporting requirements is included in the *Greenroads Project Handbook*.

WHAT SUCCESS LOOKS LIKE

When your Project Rating is completed, you may be authorized to put up a sign or plaque with an appropriate Greenroads Logo on your Project. We publicly recognize projects that successfully participate in the Project Rating Program on an annual basis at our routine membership events.

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Meador-Kansas-Ellis Trail Bellingham, WA, USA

Meador-Kansas Ellis Trail (above) was the first project to pursue Certification from the City of Bellingham, Washington and first Greenroads Certified Project in the world, designed internally and built by local contractor, Larry Brown Construction. It included completion of a new pedestrian trail with water quality improvements at parking areas, a pavement overlay, and minor intersection improvements. It also found an innovative solution to divert 400 toilets from landfill from a local housing project by crushing them as aggregate for sidewalks (called "Poticrete") with 33% recycled content (bottom left: Poticrete placement on Meador Kansas Ellis Trail). The Bellingham City Council was pleased with the Project's Certification results (bottom right: City Councilmember Terry Bourneman with Jeralee Anderson, Greenroads Executive Director at the presentation of the Certification results to the Council).

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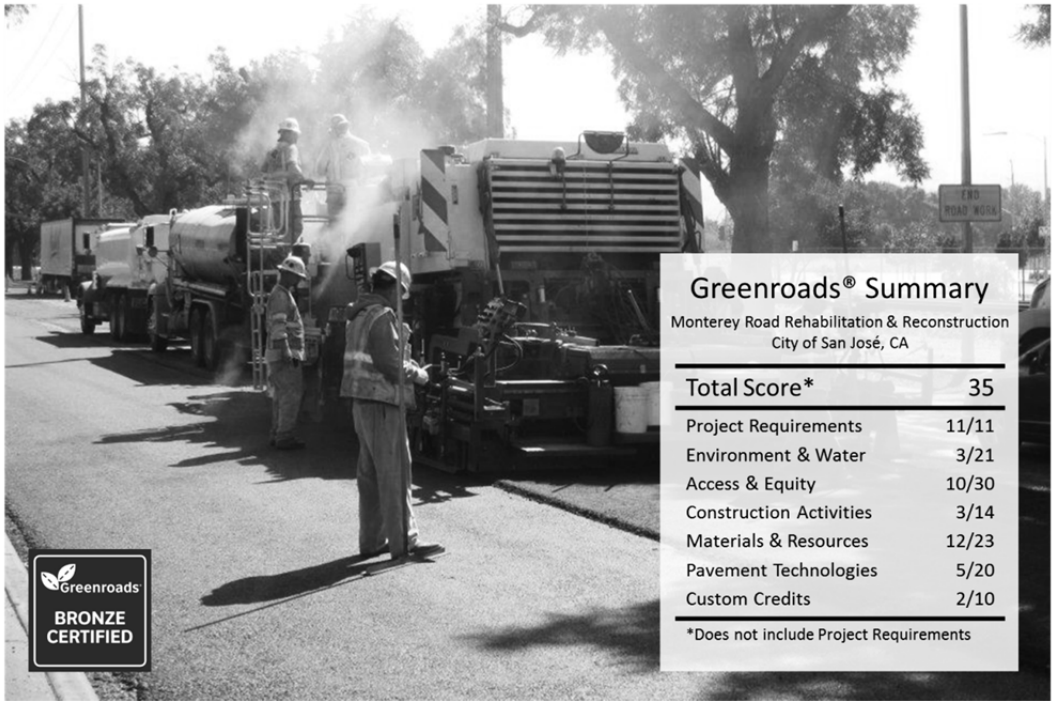
RATING SYSTEM

Monterey Road Rehabilitation & Reconstruction

San José, CA, USA



The Monterey Road Rehabilitation and Reconstruction Project (2010 STP Resurfacing and Rehabilitation Project) was the first Greenroads Certified Project in the California and revitalized a roadway with terrible pavement conditions on a key urban expressway. Using cold-in-place recycling (above), the Project Team lead by the City of San José's Infrastructure Maintenance Division (below with Mayor Chuck Reed and other City staff) and built by Pavex, realized 23% cost savings over the traditional paving, and reused over 97% of the existing pavement section. The asphalt binder was made of 19% scrap rubber tires and the resulting roadway, formerly part of world famous El Camino Real and notorious for being the noisiest road in the state, extended its service life for many years to come and became substantially quieter. The project also installed energy efficient LEDs with dimmer controls retrofit onto existing lighting, reducing light pollution and saving energy as part of an overall City policy and energy retrofit plan.

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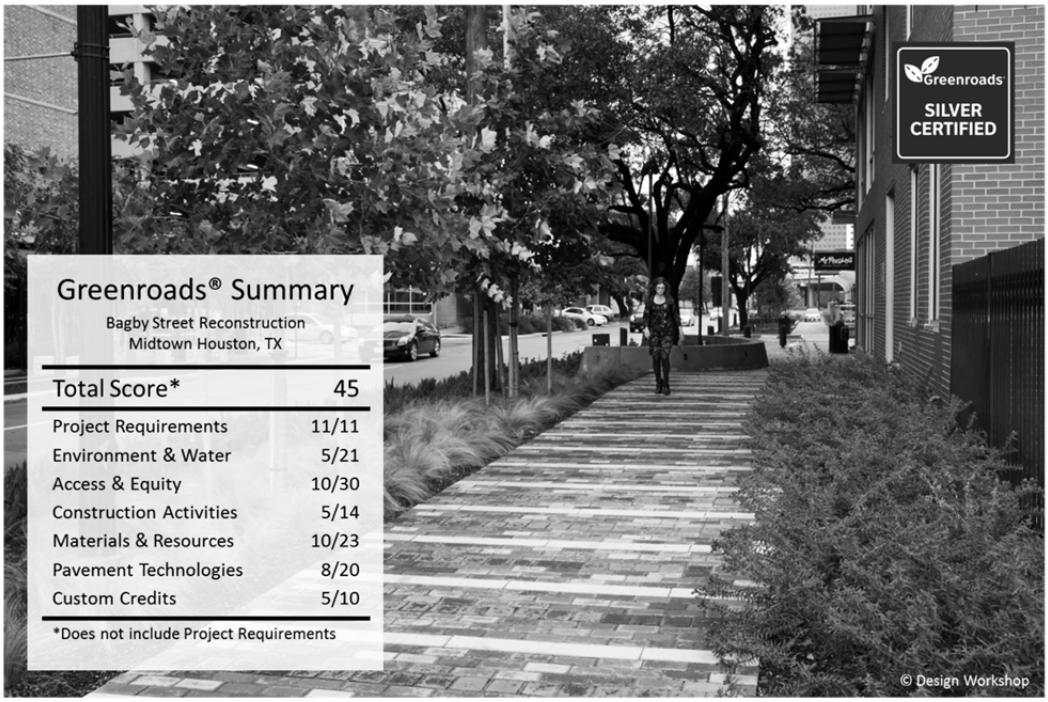
Bagby Street Reconstruction Midtown Redevelopment Authority, Houston, TX, USA



The Silver Certified Bagby Street Reconstruction Project (above) in Houston, Texas is a great example where Complete Streets policy aligns with several Greenroads performance measures. Bagby Street was designed by Walter P Moore, Design Workshop and built by SER Construction with ESPA Corp as construction management. The Project was part of Mayor Annise Parker and the Houston Midtown Redevelopment Authority Board's (below) plan to revitalize the historic Midtown district and promote economic development as a beta test of Complete Streets principles. Mayor Parker announced the adoption of Houston's Complete Streets policy the same day the Project became Greenroads Certified. It included wide pedestrian areas, native landscaping, access to a local park and many streetscape amenities as well as green features like bioswales for improved stormwater management in heavy Houston rains. Bagby is part of a two-way couple with Brazos Street in Midtown, and the Development Authority plans to pursue Greenroads (with an eye on a Gold Rating this time).

Greenroads®

VERSION 2

RATING SYSTEM

Smokey Point Transit Center Community Transit, Arlington, WA, USA

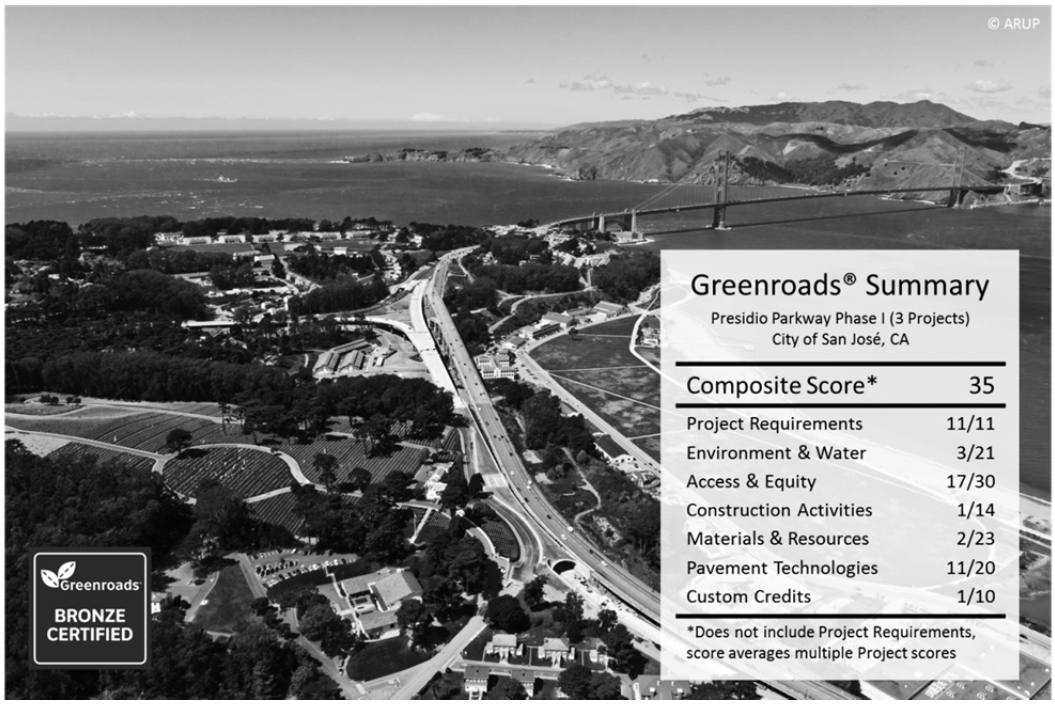
Silver Certified Smokey Point Transit Center (above) was Community Transit's flagship Project for Greenroads and the first transit only facility to earn Certification. The Team originally considered pursuing LEED® Certification, but found that the facility did not meet the eligibility requirements for conditioned spaces, and determined that Greenroads' transportation focus was a better fit. The Project Team led by Perteet, Inc. (below with Community Transit Board and staff) and built by local contractor CA Carey Construction was designed with transit users and vehicles in mind, with a focus on responsible, safe and pleasant site design for durability and accessibility, and a huge raingarden that infiltrates 99.5% of the stormwater, treating 80.4% of it to enhanced levels to remove dissolved metals. Washington Governer Jay Inslee praised the Project's green efforts and Community Transit has already registered its next planned transit center facility.

Greenroads®

VERSION 2

RATING SYSTEM

Presidio Parkway Phase I Caltrans/SFCTA, San Francisco, CA, USA



California Department of Transportation was the first US highway agency to register a Pilot Project with Greenroads and later opt into Certification, earning a Bronze Rating for the Presidio Parkway Phase I Project (above). The $495 million corridor redevelopment Project turned a heavily travelled urban arterial from a major seismic hazard into an iconic green gateway to the City of San Francisco. The Project's Certification included three major structure replacements (Ruckman Bridge, Southbound High Viaduct, and Southbound Battery Tunnel) with historic building preservation, great outreach activities, and creation of new recreation areas with layered public space and infrastructure. It was designed by Parsons Brinckerhoff/ARUP Joint Venture and was constructed by two prime contractors: R&L Brosamer and CC Myers Inc. (Pictured below: with John Eddy, ARUP and Paula Hammond, Parsons Brinckerhoff with Young Sang Song and Patrick Barnum, Walsh Group). Phase II of the Project, a public-private partnership, is also Registered to pursue Certification.

Greenroads®

VERSION 2
RATING SYSTEM

ABOUT GREENROADS INTERNATIONAL

Established in 2010, Greenroads International (domestically known as Greenroads Foundation) is an independent 501(c)(3) non-profit corporation located in the Seattle metro area in Washington State. Greenroads International advances sustainability education and initiatives for transportation infrastructure.

As the developer of the Greenroads Rating System, the Foundation manages the education and rating programs for sustainable transportation design and construction projects in the U.S. and internationally. For more information, visit greenroads.org and join us on social media on Facebook (facebook.com/greenroads), Twitter (@Greenroads) and LinkedIn (linkedin.com/company/greenroads-foundation).

MISSION STATEMENT

To benefit communities and the environment by recognizing sustainable transportation projects and by promoting sustainability education for transportation infrastructure.

VISION STATEMENT

Fundamentally change the way the world builds transportation projects.

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MORE GUIDANCE & TRAINING

GREENROADS PROJECT HANDBOOK

This document is updated periodically and fully explains the rules and policies to get a Project engaged with the Greenroads Project Rating Program.

EXAMPLE PROJECTS

The Greenroads Website includes a portfolio of completed projects with a short description of the sustainable features of the project, a Summary Scorecard, and photos as available: greenroads.org/portfolio.

GREENROADS ONLINE

Access the online version of Greenroads to keep current and up to date on the credits on the web and your mobile device: greenroads.org/subscribe.

ARCHIVED VERSIONS OF GREENROADS

Previous versions of Greenroads (all copyright University of Washington), now archived and no longer in use as part of the Project Rating Program, contains the original background research to support each credit, as well as approaches and strategies, potential issues, and other strategic considerations: greenroads.org/files/236.pdf.

EDUCATIONAL EVENTS

Greenroads offers a variety of webinars, seminars, and student events all year round. Get engaged by checking out the events page: greenroads.org/events.

MEMBER LEADERBOARD

The Greenroads Website includes a Member Directory and a Leaderboard, so you can find an experienced team near you. The Leaderboard lists Member Companies with headquarters location, headcount of credentialed staff, the value and number of Registered and Certified Projects, and how long they have been a part of Greenroads. Visit greenroads.org/leaderboard.

SUSTAINABLE TRANSPORTATION PROFESSIONAL (STP) DIRECTORY

The Greenroads Website lists all individuals who have passed any of the Greenroads Sustainable Transportation Professional (STP) Exams in the STP Directory. Find a STP near you at greenroads.org/stpdirectory.

CONTACT GREENROADS

You can find our current contact information on the Greenroads website at greenroads.org/contact or send us an email at info@greenroads.org.

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RATING SYSTEM

PROJECT SCORECARD

Project Name _____
Location _____
Project Manager _____
Project Budget _____
Current Status _____

Points	Certification Requirements	Level
40	12 Project Requirements + 30% Points	**Bronze**
50	12 Project Requirements + 38% Points	**Silver**
60	12 Project Requirements + 46% Points	**Gold**
80	12 Project Requirements + 61% Points	**Evergreen**

Project Requirements (PR)		***PR Max:***	***0***			
No.	**Title**			Y	?	N
PR-1	Ecological Impact Analysis		*Required*			
PR-2	Energy & Carbon Footprint		*Required*			
PR-3	Low Impact Development		*Required*			
PR-4	Social Impact Analysis		*Required*			
PR-5	Community Engagement		*Required*			
PR-6	Lifecycle Cost Analysis		*Required*			
PR-7	Quality Control		*Required*			
PR-8	Waste Management		*Required*			
PR-9	Pollution Prevention		*Required*			
PR-10	Noise & Glare Control		*Required*			
PR-11	Utility Conflict Analysis		*Required*			
PR-12	Asset Management Systems		*Required*			
All 12 PR Met?						

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RATING SYSTEM

Environment & Water (EW)		EW Max:	30			
No.	**Title**			Y	?	N
EW-1	Preferred Alignment	*1 -*	*3*			
EW-2	Ecological Connectivity	*1 -*	*3*			
EW-3	Habitat Restoration	*1 -*	*3*			
EW-4	Land Use Enhancements	*1 -*	*3*			
EW-5	Vegetation Quality	*1 -*	*3*			
EW-6	Soil Management	*1 -*	*3*			
EW-7	Water Conservation	*1 -*	*3*			
EW-8	Runoff Flow Control	*1 -*	*3*			
EW-9	Enhanced Treatment: Metals	*1 -*	*3*			
EW-10	Oil & Contaminant Treatment	*1 -*	*3*			

Construction Activities		CA Subtotal:	20			
No.	**Title**			Y	?	N
CA-1	Environmental Excellence	*1 -*	*3*			
CA-2	Workzone Health & Safety	*1 -*	*2*			
CA-3	Quality Process	*1 -*	*3*			
CA-4	Equipment Fuel Efficiency		*1*			
CA-5	Workzone Air Emissions		*1*			
CA-6	Workzone Water Use	*1 -*	*3*			
CA-7	Accelerated Construction	*1 -*	*2*			
CA-8	Procurement Integrity		*1*			
CA-9	Communications & Outreach		*1*			
CA-10	Fair & Skilled Labor	*1 -*	*2*			
CA-11	Local Economic Development		*1*			

Materials & Design		MD Max:	24			
No.	**Title**			Y	?	N
MD-1	Preservation & Reuse	*1 -*	*5*			
MD-2	Recycled & Recovered Content	*1 -*	*5*			
MD-3	Environmental Product Declarations		*2*			
MD-4	Health Product Declarations		*2*			
MD-5	Regional Materials	*1 -*	*5*			
MD-6	Long-Life Design	*1 -*	*5*			

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Utilities & Controls		UC Max:	20			
No.	**Title**			Y	?	N
UC-1	Utility Upgrades	*1 -*	*2*			
UC-2	Maintenance & Emergency Access		*1*			
UC-3	Electric Vehicle Infrastructure	*1 -*	*3*			
UC-4	Energy Efficiency	*1 -*	*3*			
UC-5	Alternative Energy	*1 -*	*3*			
UC-6	Lighting & Controls	*1 -*	*3*			
UC-7	Traffic Emissions Reduction	*1 -*	*3*			
UC-8	Travel Time Reduction	*1 -*	*2*			

Access & Livability		AL Max:	21			
No.	**Title**			Y	?	N
AL-1	Safety Audit	*1 -*	*2*			
AL-2	Safety Enhancements	*1 -*	*2*			
AL-3	Multimodal Connectivity	*1 -*	*2*			
AL-4	Equity & Accessibility	*1 -*	*2*			
AL-5	Active Transportation	*1 -*	*2*			
AL-6	Health Impact Analysis		*2*			
AL-7	Noise & Glare Reduction	*1 -*	*3*			
AL-8	Culture & Recreation	*1 -*	*2*			
AL-9	Archaeology & History	*1 -*	*2*			
AL-10	Scenery & Aesthetics	*1 -*	*2*			

Creativity & Effort		CE Max:	15			
No.	**Title**			Y	?	N
CE-1	Educated Team	*1 -*	*2*			
CE-2	Innovative Ideas	*1 -*	*5*			
CE-3	Enhanced Performance	*1 -*	*5*			
CE-4	Local Values	*1 -*	*3*			

Greenroads Total of 130 Possible			
Certification Level			

Greenroads®

PR

ALL REQUIRED

PROJECT REQUIREMENTS

The general intent of this category is to encourage environmentally responsible decision-making processes and to have management plans in place for construction, and to establish a minimum baseline for every project that applies for Certification.

Project Requirements are the minimum steps that must be completed in order to be considered a Greenroad. They can be thought of as characteristics common to all Greenroads, and the baseline performance measures for sustainable transportation projects.

The Project Requirements also consist of items or procedures that are often related to practices that can achieve points in one or more Core Credits, which may strategically assist Project Teams planning to pursue Certification.

Greenroads®

PR-1
REQUIRED

ECOLOGICAL IMPACT ANALYSIS

GOAL

Encourage comprehensive evaluation of the Project's ecological impacts for its whole lifecycle.

INSTRUCTIONS

1. Collect, document and disclose all available information about:

    a. The existing ecological state, geographical and topographical conditions, and designated land use of the proposed Project site, prior to any construction works.
    b. The proposed ecological impacts and/or improvements to the Project site expected as a result of the construction works for all alternative builds considered.
    c. The committed approach for mitigation and compensatory works for any adverse ecological impacts.

2. Evaluate the information and prepare a narrative describing how the ecological impacts of the Project will be managed by the Project. Include, at minimum, a review of the following:

    a. Air, surface water, groundwater, stormwater, earthen materials and energy impacts
    b. Noise, odor, light and glare impacts
    c. Wildlife and vegetation impacts
    d. Environmental hazards, including spills and contamination
    e. Environmentally sensitive or critical areas
    f. Land use, farmland, floodplain designation, and shoreline impacts

3. Demonstrate that the ecological evaluation process has completed prior to the start of construction works on the site, including related site preparation or other preliminary works.
4. List any necessary approvals and/or permits required to perform the work and identify the governing authority(ies) for the approvals and/or permits.
5. List any codes or ordinances that are relevant to the ecological impacts on the Project. State whether the Project has conflicts with any known local, regional, national, or international laws or requirements for the protection of the environment.
6. List the parties that performed or contributed to the ecological evaluation and a short description of their scope of work.

Greenroads®

PR-2
REQUIRED

ENERGY & CARBON FOOTPRINT

GOAL

Improve accountability for energy and emissions for the Project materials and construction activities.

INSTRUCTIONS

Prepare an inventory of energy use and greenhouse gas emissions due to materials, construction and construction maintenance for, at minimum, the final Project alternative and report:

- Total weight and types of virgin materials
- Total weight and types of recycled materials
- Expected transportation distances for all materials to site and from site (disposal).
- Expected construction vehicle types
- Estimated service life
- Scheduled years and expected type of maintenance
- Total lifetime energy use, including feedstock energy (express as a percentage of total energy).
- Total global warming potential (GWP) measured in carbon dioxide equivalent emissions (CO2e)

Exclude emissions and energy from operations of the facility (such as traffic, lighting or operational systems) and end of life activities. If desired to include in the analysis, report these items separately from the above.

Greenroads®

PR-3
REQUIRED

LOW IMPACT DEVELOPMENT

GOAL

Encourage consideration of low-impact stormwater management practices for the Project.

INSTRUCTIONS

Complete a low impact development (LID) feasibility study to determine if the Project soils are able to infiltrate stormwater and snowmelt and to what extent, if any. A LID feasibility study shall:

1. Be completed in early stages of project development.
2. Report the permeability or hydraulic conductivity of the soils in the Project boundary, at minimum.
3. Include the overall approach for LID implementation on the Project based on the opinion of a hydrologist, geotechnical engineer, hydrogeologist, geologist or other licensed and registered professional.
4. Include information related to other drainage and hydraulic design restrictions, soil conditions, or other hydrological elements impacting the Project.
5. Include a statement based on the study findings, clearly stating whether LID practices are recommended for implementation or not.

Greenroads®

PR-4
REQUIRED

SOCIAL IMPACT ANALYSIS

GOAL

Encourage comprehensive evaluation of the Project's social and community impacts for its whole lifecycle.

INSTRUCTIONS

1. Collect, document and disclose all available information about:

    a. The existing social conditions of the project including land use and development, zoning, housing and parking conditions, prior to any construction works.
    b. The proposed social impacts and/or improvements to the Project site expected as a result of the construction works.
    c. The committed approach for mitigation and compensatory works for any adverse social impacts.

2. Evaluate the information and prepare a narrative describing how the social impacts of the Project will be managed by the Project. Include, at minimum, a review of the following:

    a. Community demographics, including potential communities subject to disparate impacts
    b. Transportation modes available on the project
    c. Public transportation service impacts
    d. Commercial transportation impacts
    e. Housing and business impacts
    f. Service interruptions for utilities
    g. Recreational resources
    h. Historical and archaeological resources
    i. Aesthetic treatments and viewsheds
    j. Other cultural and community resources

3. Demonstrate that the social evaluation process has completed prior to the start of detailed design during project development and before any construction begins.
4. List any necessary approvals and/or permits required to perform the work and identify the governing authority(ies) for the approvals and/or permits.
5. List the parties that performed or contributed to the social impact evaluation and a short description of their scope of work.

Greenroads®

PR-5
REQUIRED

COMMUNITY ENGAGEMENT

GOAL

Promote active participation from community, agency and business stakeholders in Project decision-making.

INSTRUCTIONS

Create a Community Engagement Plan (CEP) and implement it beginning of the Project's initial scoping, land acquisition, and design development activities. The CEP should extend for the duration of project planning through completion of design.

The primary components of the CEP are:

- **Information gathering.** A process for collecting direct input and feedback about community stakeholder needs, values, and opinions relevant to the Project.
- **Information targeting.** A process for shaping the information to the specific needs of the community receiving the information.
- **Information dissemination.** A process for responding to input and feedback and notifying the community about upcoming outreach activities, results of past activities, and the resulting scope decisions made for the selected alternative.
- **Community outreach.** Engagement events with meaningful participation by the community.

A CEP shall include, at minimum:

1. A set of Project-specific goals and objectives to be achieved by the CEP.
2. A list of all parties impacted by the Project, including: local residents and other members of the general public employed or living nearby, local businesses owners, community leaders, public agencies, regulatory bodies, and utility managers.
3. A list of planned community engagement activities for the duration of project development including dates of engagement events, venues, agendas and necessary materials.
4. A dedicated responsible party for communicating with stakeholders, soliciting and receiving feedback, and responding to stakeholder comments.
5. Multiple means of delivering the information about engagement activities to the impacted parties, including: a digital or electronic component, a media relations component, and an educational component.
6. An allocation for funding the proposed engagement activities, especially for participants that are disproportionally impacted by the proposed Project.
7. An approach for measuring and monitoring the effectiveness of engagement activities including routine updates to the Plan, correction or revision procedures, and a list of items to be measured.

Greenroads®

PR-6
REQUIRED

LIFECYCLE COST ANALYSIS

GOAL

Encourage comprehensive evaluation of the Project's financial impacts for its whole lifecycle.

INSTRUCTIONS

Perform a lifecycle cost analysis (LCCA) of the Project for, at minimum, the final alternative. LCCA must contain at least initial costs, agency (operation and maintenance) costs, and workzone user costs for both initial construction and future construction maintenance and preservation events.

Justify and record the use of any default inputs if using software tools. The LCCA must use values to make projections that are representative of the Project such as historical data or engineering estimates. The analysis must represent the Project as a whole, including all capital assets, such as:

- Pavements
- Bridges
- Walls and major structures
- Utility and controls infrastructure
- Vegetation and irrigation infrastructure

A cost-benefit analysis (CBA), occasionally used for project finance decisions, is a form of LCCA, but must also include at least initial costs, agency (operation and maintenance) costs, and workzone user costs for both initial construction and future construction maintenance events and must represent all capital assets.

Either approach is accepted, however, for both approaches, it is the responsibility of the Project Team to specifically allocate costs according to the Project, ensure that all lifecycle costs are accounted, and to report the representative Net Present Value (NPV) of the facility pursuing Certification.

If using software tools to complete the analysis, initial values for calculations should be consistent with existing owner agency policies and software should report probabilistic rather than deterministic results for NPV.

Greenroads®

PR-7
REQUIRED

QUALITY CONTROL

GOAL

Encourage systematic quality management practices during Project construction.

INSTRUCTIONS

The prime contractor shall establish, implement, and maintain a formal construction Quality Control Plan (QCP) that applies throughout construction and to all subcontractors. The QCP must be in place and approved by the Owner prior to start of construction.

The QCP must address the following quality control elements:

1. Key quality control personnel, their responsibilities and their qualifications
2. Procedures used to control quality during construction including (as a minimum):
3. Items to be monitored
4. Testing to be done (including testing standards and frequency)
5. When corrective action is required (action limits)
6. Procedures to implement corrective action
7. Procedures to modify QCP if ineffective or when modifications are necessary

Report any modifications to the QCP and provide supporting evidence of the process control monitoring activities that occur throughout construction.

Greenroads®

PR-8
REQUIRED

POLLUTION PREVENTION

GOAL

Reduce and prevent pollution due to the Project's construction activities.

INSTRUCTIONS

The prime contractor shall establish, implement, and maintain a formal construction Pollution Prevention Plan (PPP) that applies throughout construction and to all subcontractors, signed by an authorized party responsible for Pollution Prevention activities. The Pollution Prevention Plan must be in place and approved by the Owner prior to start of construction and be available on site.

The PPP must address the following pollution prevention elements:

1. Key pollution prevention personnel, their responsibilities and their qualifications.
2. Schedule of activities for construction operations.
3. A list of expected pollutants generated by construction operations.
4. Relevant regulatory compliance information, including minimum effluent and air quality standards.
5. Identification of buffers and potentially impacted bodies of water.
6. Procedures used to control pollutants and prevent pollution, including, but not limited to: effluent from stormwater and snowmelt, non-storm water discharges (e.g. groundwater, washing water, other fluids from chemicals, etc., erosion and dust control, spills and other human health and environmental hazards such as contaminated soils or water.
7. Emergency procedures.
8. A list of and map of site locations for preventive controls.
9. Procedures for inspection and maintenance of preventive measures and site controls.
10. Procedures for corrective action for noncompliance with the plan.
11. Expected staff training needs.

Prepare and record any corrective actions made during construction of the Project, including corrective actions due to non-compliance events.

Greenroads®

PR-9
REQUIRED

WASTE MANAGEMENT

GOAL

Encourage responsible waste management practices during Project construction.

INSTRUCTIONS

Establish, implement, and maintain a formal Construction and Demolition Waste Management Plan (CWMP) during Project construction. The CWMP must clearly describe the plan for implementing, communicating, monitoring and maintaining appropriate recycling and diversion practices on site. The CWMP must be in place at the start of construction and cover all project activities, including subcontractor work.

The CWMP should be included in the project contract documents and identify, at minimum, these items:

1. Type of construction waste
2. Expected (or actual) tonnage
3. Costs and fees for landfills, recovery facilities, and hauling
4. Contact information of responsible party for hauling
5. Destination of waste (e.g. recycling facility, landfill, contractor's backyard)
6. Contact information of responsible party for disposal or materials recovery site
7. Locations of site receptacles
8. Diversion and recovery goals and targets.
9. Proper handling for recyclable (or reusable) materials
10. Training requirements for all site employees related to waste management and recycling
11. Means of corrective action.

Collect waste summary reports or diversion reports for any facility receiving waste or recyclables from the Project. Report any modifications to the CWMP and provide supporting evidence of the monitoring activities that occur throughout construction.

Greenroads®

PR-10
REQUIRED

NOISE & GLARE CONTROL

GOAL

Reduce and prevent disturbances to surrounding environments and communities due to the Project's construction activities.

INSTRUCTIONS

Establish, implement, and maintain a formal Construction Impact Mitigation Plan (CIMP) during construction for the prime contractor. The CIMP must be in place at the beginning of construction activities, and cover all project activities, including subcontractor work.

The CIMP must address, at minimum, the following construction impacts together as one plan or as separate plans: noise, vibration, light, glare, and other activities anticipated to create nuisance or disturbance to the surrounding communities near the Project.

For each type of impact:

1. Identify the responsible party for mitigation activities, their contact information, responsibilities and qualifications. Include information if any portions of the CIMP were prepared by an outside party.
2. Identify the location and distance to the closest receptors for noise, vibration, light and glare.
3. Describe the surrounding zoning and parcel information (i.e., commercial, residential, hospitals, schools, parks, sensitive habitat).
4. A list of proposed construction activities (e.g. demolition, excavation, paving, bridge foundations, finishing).
5. Dates and working hours of proposed construction activities.
6. A list of noise, vibration, light or glare generating devices that are used during each construction activity listed in #4.
7. A list and map of mitigating devices or reduction strategies used during each construction activity listed in #4, including personal safety equipment requirements for all site employees.
8. Procedures for inspection and maintenance of preventive measures and site controls
9. Permit numbers, agency or local authority policies associated with construction work, as applicable.
10. Description of monitoring standards, methods, and acceptable levels.
11. Description of correction procedures for non-compliance.
12. Expected staff training needs
13. Signature of responsible party.

Report any modifications to the CIMP and provide supporting evidence of the monitoring activities that occur throughout construction.

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PR-11
REQUIRED

UTILITY CONFLICT ANALYSIS

GOAL

Evaluate impacts of the Project's construction on public and private utilities.

INSTRUCTIONS

Complete a Utility Conflict Analysis using the process described in *Identification of Utility Conflicts & Solutions* (Quiroga et al., 2012).

At minimum, a Utility Conflict Analysis includes:

1. Locating all public and private utilities within the Certification boundary.
2. Identifying all potential utility conflicts and where they are located (station to station or coordinates).
3. A description of the conflict
4. An investigation of the proposed conflict, such as test holes or borings
5. Proposed actions to resolve conflicts
6. A resolution schedule
7. A cost estimate of resolution alternatives

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PR-12
REQUIRED

ASSET MANAGEMENT

GOAL

Maintain and preserve all capital assets and environmental quality for the Project's service life.

INSTRUCTIONS

Have and implement a comprehensive ongoing site asset management program for routine maintenance that addresses (at a minimum) responsible parties/organizations, standards, schedule, methods to be used, decision criteria for timing maintenance events, and funding source(s). At minimum, the Asset Management Program should cover the following capital assets and items (listed by major topics):

1. Asset Management Systems (including pavements, bridges and major structures)
    a. Pavement, bridge and major structures inspection
    b. Pavement, bridge and major structures condition measurement
    c. Routine preservation activities
    d. Scheduled construction maintenance
    e. Pavement patching, repair and crack sealing
    f. Shoulder/sidewalk maintenance and repair
    g. Stormwater system cleaning and repair
2. Vegetation assets
    a. Landscaping
    b. Control of noxious weeds, nuisance plants
3. Weather maintenance (snow, ice, sand/dust)
4. Controls, signals and other operational systems
    a. Pavement marking maintenance and repair
    b. Sign maintenance and repair
    c. Safety device maintenance and repair
    d. Signal maintenance and repair
    e. Lighting maintenance and repair
    f. Intelligent transportation system maintenance and repair
5. Cleaning
    a. Pavement sweeping and cleaning
    b. Litter control
    c. Trash collection

Note any items that are not applicable, accompanied with a short reason for the “not applicable” listing.

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EW

30 POINTS MAX

ENVIRONMENT & WATER

The intent of this category is to promote environmental stewardship efforts related to land use, habitat, water, and other ecological resources that go above and beyond minimum regulatory requirements. The Environment & Water Category is one of the most challenging and most important categories in the Rating System for sustainable transportation projects.

Transportation infrastructure projects have major environmental impacts within and outside of urban areas. In undeveloped areas, transportation facilities can degrade, fragment and destroy sensitive and critical habitats over great distances. In urban areas, transportation infrastructure contributes to poor air and water quality, waste generation and other environmental health issues. Many of the credits in the Environment & Water Category encourage selection and implementation of environmental best practices that consider and minimize impacts.

The following credits in this category have multiple paths or percentage based performance measures, which, if achieved, may be eligible for Extra Credit in the Creativity & Effort Category.

- EW-2 Ecological Connectivity
- EW-3 Habitat Restoration
- EW-4 Land Use Enhancements
- EW-5 Vegetation Quality
- EW-6 Soil Management
- EW-8 Runoff Flow Control
- EW-9 Enhanced Treatment: Metals
- EW-10 Oil & Contaminant Treatment

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EW-1

1-3 POINTS

PREFERRED ALIGNMENT

GOAL

Minimize or avoid habitat loss, degradation, fragmentation and climate change hazards on the Project.

INSTRUCTIONS

Show that the project alignment minimizes, mitigates, and/or avoids adverse environmental impacts. One point is awarded for each characteristic as applicable, up to 3 points.

Ecologically Preferred Alignment (1 point)
From Credit PR-1 Ecological Impact Analysis:

- Select the ecologically preferred alternative for the Project, defined as "the alternative that causes the least damage to the biological and physical environment," and if possible, may "attain the widest range of beneficial uses of the environment without degradation, risk of health or safety, or other undesirable and unintended consequences" while enhancing "the quality of renewable resources and approach the maximum attainable recycling of depletable resources." (National Park Service, 2015)

Responsible Siting (1 point)

- Show that the project does not fall within the dark red (prime farmland) or dark green areas (sensitive habitat) [upper left quadrant only] on the Global Roadmap (Laurence et al., 2014) and does not fall within a 100-year floodplain as defined by the local jurisdiction.

Climate Change Preparedness (1 point)

- Use a Climate Change Vulnerability Assessment (Federal Highway Administration, 2009) to show that the Project and supporting utility infrastructure will not be catastrophically or majorly impacted in the situation of potential environmental hazards due to climate change variability and extreme events, and will maintain an acceptable level of service during such events.
- At minimum, the Climate Change Vulnerability Assessment should review susceptibility to:
    - Wildfire hazards
    - Extreme weather hazards
    - Extreme precipitation and flooding hazards
    - Sea level rise hazards
    - Heat waves and drought hazards

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EW-2
1-3 POINTS

ECOLOGICAL CONNECTIVITY

GOAL

Reduce habitat fragmentation impacts due to the Project and improve biodiversity.

INSTRUCTIONS

1. Complete a survey of ecological resource conditions (such as a Biological Assessment) for the Project that considers all terrestrial, aquatic, amphibian, and aerial wildlife that may be potentially impacted by the Project and considers current and historical migratory behaviors for these species. The survey shall evaluate all species impacted, and highlight impacts to species designated as threatened and endangered.
2. Follow the decision process to identify means, methods and costs to improve wildlife connectivity within the Project boundary according to NCHRP 615 (wildlifeandroads.org).
3. Improve ecological connectivity within the Project boundary.

    a. Restrict access for new and improved connections to wildlife and non-motorized modes and intermittent maintenance or emergency access only. Connections shall be appropriately separated and protected to prevent and avoid safety hazards generated by wildlife and vehicle interactions.
    b. Prepare connections with species appropriate lining materials and lighting that mimic the natural conditions for species using the connections. Connections shall not be comprised of high-type pavement.
    c. Connections shall be continuous across the Project and termini shall not be located in inhospitable conditions immediately adjacent to the Project boundaries.

4. Create a map of the Project's predevelopment conditions that shows locations of existing and historical land and water connections that cross the centerline of the project, as well as existing and historical roosting or nesting areas located within the Project boundary.
5. Prepare a table showing the station locations of land and water connections and roosting or nesting areas along the Project centerline before and after construction, as applicable. For each connection, the table should include:

    a. Station ID
    b. Total perimeter, area and clearance height of connections in the predevelopment condition.
    c. Highest clearance required for unrestricted access by the largest species potentially using the connection.
    d. Minimum width, length and clearance requirements that apply to the Project.
    e. A brief description of improvement or ecological restoration needs in the pre-construction condition at each connection.
    f. Total perimeter, area and clearance height of connections in the as-built condition.
    g. Conditions at termini of connection.
    h. The total change in connection perimeter, area and clearance heights at the provided as-built connections.
    i. A brief description of the improvements made, as applicable, for each connection.
    j. Monitoring frequency required.

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EW-2
1-3 POINTS

6. Prepare and allocate funding for a wildlife monitoring plan, including corrective action procedures, that extends for a minimum of five years after construction, or as recommended by the Project Biologist or other qualified professional.
7. Show the project has one or more of the following characteristics (1 point per each characteristic up to 3 points maximum):

No Net Loss (1 point)

Mitigate any and all losses in connective spaces and roosting areas such that mitigation efforts result in no net loss of connectivity within and immediately adjacent to the Project Boundary.

- Report the total area of ecological connection areas and roosting areas.
- Show that there is no net loss in land and water connective spaces and no net loss of above ground roosting or nesting spaces for the Project in the as-built condition.

Connectivity Improvement (1 additional point)

Show a net gain in ground level connections within and immediately adjacent to the Project boundary.

- Compute the total change in area and perimeter of ground level spaces dedicated for ecological connectivity within the Project boundary. The measure with the lowest net change governs eligibility for points.
- Show that there is a net gain of at least 5% of connective space dedicated for wildlife at ground level.

Improve Biodiversity (1 additional point)

Show a net gain in connections at ground level and in roosting areas within and immediately adjacent to the Project boundary.

- Compute the total change in area and perimeter of ground level spaces dedicated for ecological connectivity within the Project boundary plus the total change in roosting and nesting areas located above ground level. Where roosting and nesting areas are not easily measured, the net change in canopy area (expected to establish within 5 years) may be used.
- Improve existing connection areas and allocate new areas for threatened and endangered species within the Project boundary to show that there is a net gain of at least 5% in ground level connection area and roosting and nesting area within the Project boundary for all critical species.

This credit will not be earned if mitigated or improved connections within the Project boundary terminate in uninhabitable conditions immediately outside the Project boundary, unless future mitigation is planned and funded to begin within 2 years of the Project's final completion.

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EW-3

1-3 POINTS

HABITAT CONSERVATION

GOAL

Reduce habitat impacts from the Project through offsite preservation, creation, and restoration activities.

INSTRUCTIONS

1. Compute the total area disturbed (TAD) by construction activities within the Project boundary. Subtract any areas that will be restored as land and water connection areas (EW-2 Ecological Connectivity) and any horizontal component of revegetated areas (EW-4 Land Use Enhancements, excluding vertical components).
2. Compute the total area disturbed, if any, located out of the Project boundary (AOB) but within the established construction limits for related and permitted works as a result of the Project. AOB is excluded from credit calculations.
3. Compute the total area within the Project boundary that is comprised of manmade hardscape (MHA) material (Curve Number of approximately 98) in the as-built condition.
4. Determine the Minimum Restoration Area (MRA). The MRA is the greater of TAD and MHA.
5. Preserve, create or restore habitat areas outside the Project as part of the Project budget and scope equal to or greater than MRA, at minimum.
6. Provide copies of any agreements for off-site preservation, creation, or environmental restoration activities. Any work not completed prior to construction completion must include an expected end date for preservation, restoration and creation activities. Preservation terms must extend for a minimum of 50 years.
7. Prepare an ecological monitoring plan, with corrective action procedures.

- **1 point.** 100% MRA preserved, created or restored offsite.
- **2 points.** 125% MRA preserved, created or restored offsite.
- **3 points.** 150% MRA preserved, created or restored offsite.

8. Prepare a map highlighting areas dedicated by the Project for preservation, creation, and restoration activities. Show that this area is included in the project budget but is not located within the Project boundary or in the AOB.
9. Provide copies of any conservation, preservation, restoration or other land trust agreements.

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EW-4

1-3 POINTS

LAND USE ENHANCEMENTS

GOAL

Reduce hardscape areas and increase greenspace within the Project.

INSTRUCTIONS

For all calculations, compute the total disturbed area within the Project boundary.

Path 1. Reduce Hardscape

1. Compute the total impervious surface area (hardscape) with a curve number of approximately 98, before and after the Project.
2. Compute the total permeable area (greenspace, vegetated or other permeable surfaces), before and after the Project.
3. Remove hardscape areas and replace with permeable surfaces.
4. Prepare calculations showing the total number of points earned. Points may be earned for increments of reduced impervious area in increments of 5%.

- **1 point.** 5% decrease in impervious area
- **2 points.** 10% decrease in impervious area
- **3 points.** 15% decrease in impervious area

Path 2. Revegetation

1. Compute the total area of the Project, less the hardscape areas (Curve Number approximately 98), before and after construction.
2. Compute the total vertical surface area of any walls.
3. Add the total vertical surface area to the difference computed in step 1 of this path to determine the total possible area for vegetation.
4. Revegetate the Project. Maximize the planting on horizontal surfaces and slopes where feasible.
5. Prepare calculations showing the total number of points earned. Points are awarded as follows:

- **1 point.** Revegetate 25% of the total area possible for vegetation.
- **2 points**. Revegetate 50% of the total area possible for vegetation.
- **3 points**. Revegetate 75% of the total area possible for vegetation.

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EW-5

1-3 POINTS

VEGETATION QUALITY

GOAL

Reduce impacts from invasive vegetation species and improve biodiversity.

INSTRUCTIONS

Vegetation must be a part of the Project budget and scope to earn this credit.

Path 1. Vegetation Selection

Select vegetation for the site (including seed mixes, grasses, trees and shrubs) that improves biodiversity. The Project plant palette and landscaping plan is to be determined by a Registered Landscape Architect to have the following qualities:

- **1 point.** Do not use invasive species.
- **1 point.** If present, the Project removes invasive species and removes and replants unhealthy vegetation as determined by the Project Arborist or Registered Landscape Architect.
- **1 point.** The Project uses vegetation species that are native or adapted. If using adapted species, provide a signed letter from a Registered Landscape Architect stating that the vegetation used on the Project meets the definition of “adapted plant species” as stated in Swearingen et al. (2002). Clearly identify the category for each plant on the submitted plant list.

Path 2. Increased Shading

1. Compute the total tree canopy area, before construction and 5 years after construction. A "tree" has a single trunk and will grow at least 15 feet tall (4.6 m).
2. Remove and replace any trees that are determined not to be healthy or thriving by the Project Arborist or Registered Landscape Architect.
3. Increase the total canopy area on the Project by increments of 25% from existing conditions.
4. Prepare calculations showing the total number of points earned. Points are awarded as follows:

- **1 point.** Net increase in canopy area by year 5 after construction of 25%.
- **2 points.** Net increase in canopy area by year 5 after construction of 50%.
- **3 points.** Net increase in canopy area by year 5 after construction of 75%.

CAM #20-0481
Exhibit 3
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EW-6
1-3 POINTS

SOIL MANAGEMENT

GOAL

Minimize earthwork and improve soil conditions within the Project.

INSTRUCTIONS

Implement a site preparation strategy that achieves any of the following measures.

Path 1. Minimize Earthwork (Up to 3 points)

1. Compute the volume of earthwork, clearing, and grubbing required for the project. Exclude contaminated soils (see PR-9 Waste Management and Path 2) from the total volume.
2. Prepare a grading plan showing total cut and fill quantities, total miscellaneous cut/fill, total import and export volumes, and a calculation showing that balance is achieved within 10% of cut and fill.
3. Collect and keep tickets and receipts for all earthen material transport.
4. Prepare calculations showing the total number of points earned. Points are awarded as follows:

- **1 point.** Do not import fill materials.
- **1 point.** Do not export fill, topsoil, or clearing and grubbing materials
- **1 point.** Balance cut and fill volumes within 10% export/import volumes.
- **1 point.** Improve the haul efficiency for the Project by at least 10% from the baseline haul conditions.

  Determine the total number of equivalent trips (ET) required for transport of all earthen materials to and from the site in the baseline condition. with the following assumptions for the Project:

  - Normal density materials for fronthaul and empty backhaul
  - 1 truck trip = 1 ET
  - 4 barge trips = 1 ET
  - 3 rail trips = 1 ET

Path 2. In-situ Remediation (Up to 3 points)

1. Prepare a geotechnical report or environmental report indicating the soil conditions and contaminants present within the boundary of the Project and topsoil conditions required upon completion of work.
2. Compute the total volume of earthwork required for the Project within the site boundary (total cut volume plus total fill volume).
3. Report the volume of contaminated soil and express as a percent of the total volume of earthwork required.
4. Remediate 100% of the contaminated soil in place using active remediation methods (no credit for capping).
5. Complete the remediation work prior to final completion.

- **3 points.** Remediate 100% of contaminated soils in place using active remediation (no credit for capping).
- **1 point.** Use compost amended soils and certified organic products for pest management and weed control.
- **1 point.** Do not stockpile topsoil materials generated from site clearing and grubbing for more than 2 weeks.
- **1 point.** Remove contaminated soils for offsite remediation (no landfilling or reuse).

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EW-7

1-3 POINTS

WATER CONSERVATION

GOAL

Reduce or eliminate the Project's needs for potable water sources.

INSTRUCTIONS

Path 1. Water Management (Up to 3 points)

- **1 point.** Choose climate-appropriate vegetation that does not require irrigation or watering past a temporary plant establishment period (1 year or as directed by the Project Landscape Architect or other qualified party).

    a. Prepare a plant list on the Project plans or in the Project specifications that indicates plant species types and their drought or desiccation tolerance, and irrigation needs (if any), including references.
    b. Provide a letter from a registered professional verifying the expected duration of plant establishment if irrigation is used for plant establishment.

AND/OR

- **1 point.** Use only non-potable sources of water for feeding irrigation systems.

    a. Show that the irrigation source feed is from non-potable sources only and photodocument the type and color of pipe used during construction.
    b. Use stormwater captured in onsite BMPs for irrigation.

OR

- **2 points.** Use only stormwater captured on-site (considered a non-potable water source).

    a. Install a stormwater collection, storage and irrigation system.
    b. Calculate the water volume need for the Project and demonstrate that captured volumes will meet 100% of the projected need in average expected climate conditions.
    c. Photodocument the stormwater collection, storage and irrigation systems and its control unit during construction and installation, and in the as-built condition.

Path 2. Irrigation Efficiency (Up to 3 points)

1. Compute the efficiency of the existing irrigation system before construction and in the as-built condition.
2. Improve existing irrigation system efficiencies with replacement or flow reduction technologies or controls to reduce total expected as-built annual water use from pre-construction water use.
3. Compute the efficiency gains achieved by the new system compared to the existing system, stating the number of points earned.

    - **1 point.** 30% reduction in water use compared to pre-existing conditions.
    - **2 points.** 60% reduction in water use compared to pre-existing conditions.
    - **3 points.** 90% reduction in water use compared to pre-existing conditions.

Greenroads®

EW-8

1-3 POINTS

RUNOFF FLOW CONTROL

GOAL

Reduce or eliminate stormwater flow impacts to receiving water bodies due to the Project.

INSTRUCTIONS

For purposes of Greenroads' stormwater management credits, *runoff* is stormwater and snowmelt generated from within the Project boundary. *Run-on* is stormwater and snowmelt generated anywhere outside of the Project boundary that drains onto the Project.

1. Compute the total area outside the Project boundary that impacts the drainage design for the site.
2. Use a computational method, such as continuous modeling, the Rational Method or the SCS Method, to find:
    - **Runoff.** Total volume of runoff generated by the Project for the design event or continuous model used.
    - **Run-on.** Total volume of run-on that impacts the Project for the design event or continuous model used.
    - **Total Stormwater Volume (TSV).** The total volume of stormwater (runoff + run-on) for the Project, less evaporation and/or transpiration volumes.
4. Report the percentage by volume of TSV that flows out of the Project boundary via surface conveyance.
5. Verify that no flows leaving the site boundary exceed local erosive flow criteria for the receiving water body.
6. Report the Project's volumetric capacity for the following low impact development techniques for flow control and other flow control best management practices (BMPs).
    - Infiltration.
    - Evaporation.
    - Transpiration.
    - Dispersion.
    - Interception.
    - Storage and release (retention and detention).
    - Storage and reuse.
7. Report the Project's volumetric capacity for stormwater discharges into new and existing conventional sewer system(s) within the Project boundary, if any, in the pre- and post-construction conditions.
8. Show that any existing conventional systems are adequate and create no downstream adverse impacts (no net change in downstream hydraulic gradient) and verify existing systems are adequately sized for the Project TSV.
9. Prepare a map of the Project showing the total area of the Project with BMP locations and capacities noted.
10. Reduce the TSV before it leaves the Project boundary with flow control BMPs identified in #6 and #7 that reduce flow velocity and volumes discharged out of bounds (#5). Compute the percent reduction achieved.
    - **1 point.** 25% reduction in TSV compared to pre-existing conditions.
    - **2 points.** 50% reduction in Total Stormwater Volume compared to pre-existing conditions.
    - **3 points.** 75% reduction in Total Stormwater Volume compared to pre-existing conditions.

Greenroads®

EW-9

1-3 POINTS

ENHANCED TREATMENT: METALS

GOAL

Improve water quality of stormwater runoff from the Project beyond basic treatment and remove metals.

INSTRUCTIONS

For purposes of Greenroads stormwater management credits, runoff is stormwater and snowmelt generated from within the Project boundary. Run-on is stormwater and snowmelt generated anywhere outside of the boundary that drains onto the Project. All types of surfaces are considered to generate pollutants, though types and amounts of pollutants vary considerably and metals may not be present. Stormwater is considered to "leave the Project boundary" if it is conveyed into a piped system (new or existing), or otherwise drains out of bounds and does not receive enhanced treatment as a result of Project stormwater management.

Enhanced treatment is intended to remove dissolved metals such as lead, chromium, calcium, copper, zinc and other heavy metals. For removal of non-metal contaminants, see EW-10 Oil & Contaminant Treatment. Enhanced treatment facilities provide a minimum 80% removal of Total Suspended Solids (TSS) and remove dissolved metals.

For this credit, choose at least 3 priority metals for removal.

1. Compute the total area of the Project.
2. Compute the total area outside the Project boundary that is considered to impact drainage design for the site.
3. Use a computational method, such as continuous hydrologic modeling, the Rational Method or the SCS Method, to determine:

    a. Runoff. Total volume of runoff generated by the Project for the design event or continuous model used.
    b. Run-on. Total volume of run-on that impacts the Project for the design event or continuous model used.
    c. Total Stormwater Volume (TSV). The total volume of stormwater (runoff plus run-on) for the Project, less evaporation and/or transpiration volumes
    d. Total Effluent Volume (TEV). TSV less volume reductions expected from infiltration and stormwater captured for reuse on site.

4. Report the amount of TEV that is conveyed into existing sewer systems, if any, and treatment level provided by the existing sewer systems before TEV leaves the Project boundary, if any.
5. Report the Project's volumetric capacity for the following treatment techniques:

    a. Detention/Sedimentation.
    b. Flotation.
    c. Biological removal mechanisms.
    d. Filtration/Sorption.
    e. Chemical treatment.
    f. Proprietary treatment methods.

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EW-9

1-3 POINTS

6. List the types of metals expected and required to be treated in the TEV.
7. Treat the TEV before it leaves the Project boundary with the BMPs identified in #6 that provide enhanced treatment, at minimum, and compute the percentage of TEV receiving enhanced treatment.

- **1 point.** Enhanced Treatment Provided to 25% of the TEV.
- **2 points.** Enhanced Treatment Provided to 50% of the TEV.
- **3 points.** Enhanced Treatment Provided to 75% of the TEV.

8. Prepare a map highlighting the BMPs on the project that provide enhanced treatment and noting the expected volume treated, and expected removal efficiency for TSS and dissolved metals for each BMP.

Greenroads®

EW-10

1-3 POINTS

OIL & CONTAMINANT TREATMENT

GOAL

Improve water quality of stormwater runoff from the Project beyond basic treatment to reduce oils and non-metal contaminants.

INSTRUCTIONS

For purposes of Greenroads stormwater management credits, runoff is stormwater and snowmelt generated from within the Project boundary. Run-on is stormwater and snowmelt generated anywhere outside of the boundary that drains onto the Project. All types of surfaces are considered to generate pollutants, though types and amounts of pollutants vary considerably and metals may not be present. Stormwater is considered to "leave the Project boundary" if it is conveyed into a piped system (new or existing), or otherwise drains out of bounds and does not receive enhanced treatment as a result of Project stormwater management.

Oil and contaminants include removal of petroleum hydrocarbons, bacteria, phosphorus, nitrogen, and other locally important pollutants. For metals removal, see EW-9 Enhanced Treatment: Metals. Stormwater controls that remove oil and contaminants must also provide a minimum 80% removal of Total Suspended Solids (TSS).

1. Compute the total area of the Project.
2. Compute the total area outside the Project boundary that considered impact the drainage design for the site.
3. Use a computational method, such as continuous hydrologic modeling, the Rational Method or the SCS Method, to determine:

    a. Runoff. Total volume of runoff generated by the Project for the design event or continuous model used.
    b. Run-on. Total volume of run-on that impacts the Project for the design event or continuous model used.
    c. Total Stormwater Volume (TSV). The total volume of stormwater (runoff plus run-on) for the Project, less evaporation and/or transpiration volumes
    d. Total Effluent Volume (TEV). TSV less volume reductions expected from infiltration and stormwater captured for reuse on site.

4. Report the amount of TEV that is conveyed into existing sewer systems, if any, and treatment level provided by the existing sewer systems before TEV leaves the Project boundary, if any.
5. Report the Project's volumetric capacity for the following treatment techniques:

    a. Detention/Sedimentation.
    b. Flotation.
    c. Biological removal mechanisms.
    d. Filtration/Sorption.
    e. Chemical treatment.
    f. Proprietary treatment methods.

6. List the types of oil and contaminants expected and required to be treated in the TEV.

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EW-10

1-3 POINTS

7. Treat the TEV before it leaves the Project boundary with the BMPs identified in #6 that provide oil and contaminant removal, and at minimum 80% removal of Total Suspended Solids (TSS) and compute the percentage of TEV receiving oil and contaminant treatment.

- **1 point.** Oil & Contaminant Treatment Provided to 25% of the TEV.
- **2 points.** Oil & Contaminant Treatment Provided to 50% of the TEV.
- **3 points.** Oil & Contaminant Treatment Provided to 75% of the TEV.

8. Prepare a map highlighting the BMPs on the project that provide oil and contaminant treatment and noting the expected volume treated, and expected removal efficiency for TSS, oils, and contaminants for each BMP.

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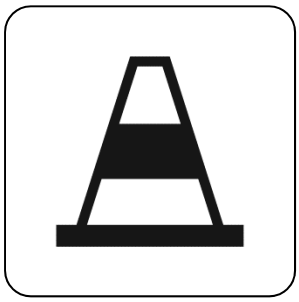
CA

20 POINTS MAX

CONSTRUCTION ACTIVITIES



The intent of this category is to promote environmental, social and economic best practices for construction beyond minimum compliance.

Sustainable construction is about more than minimum environmental compliance. Construction best management practices, such as waste management and water conservation, implemented from the start of construction planning can help mitigate acute environmental impacts of construction to nearby habitats, reduce release of pollutants to water bodies, and save valuable natural resources and money.

Beyond resource management, construction projects carry substantial economic development opportunities and social impacts, by providing work for local trades and small businesses and vigilantly monitoring health and safety. Credits in the Construction Activities category can also help support local policy goals, including economic development, economic vitality, and green job creation.

Contractors with good business practices such as environmental, health, safety and quality programs will help to ensure project delivery is more sustainable in the long term. As a result, credits in the Construction Activities Category focus on contractor's contributions to sustainability as well as the local economic and social impacts of construction works.

The following credits in this category have multiple paths or percentage based performance measures, which, if achieved, may be eligible for Extra Credit in the Creativity & Effort Category.

- CA-1 Environmental Excellence
- CA-2 Workzone Health & Safety
- CA-3 Quality Process
- CA-4 Equipment Fuel Efficiency
- CA-5 Workzone Air Emissions
- CA-7 Accelerated Construction
- CA-10 Fair & Skilled Labor
- CA-11 Local Economic Development

Greenroads®

CA-1
1-3 POINTS

ENVIRONMENTAL EXCELLENCE

GOAL

Encourage environmental stewardship practices beyond minimum compliance during Project construction.

INSTRUCTIONS

Path 1. Workzone Environmental Management (1-2 points)

- **2 points. Environmental Management System.** Select a certified prime contractor or construction management team with an ISO14001 Environmental Management System (EMS).

OR

- **1 point. Environmental Compliance Manager.** The prime contractor, design-builder, or construction manager shall designate an Environmental Compliance Manager that is accountable for construction site environmental performance on the Project. This individual shall maintain a professional credential in environmental compliance that is granted by an independent third-party authority or accreditation program. The Environmental Compliance Manager shall document all compliance issues that occur during construction and track the Project's environmental commitments made in project development through construction.

AND/OR

- **1 point. Environmental Training.** Provide environmental training applicable to the entire Project Team that is customized to the Project, including:
    - List of the types of project personnel to be trained. This may be a list by job-type or by employer need not contain actual employee names.
    - Description of the types, goals and objectives of training to be given.
    - A process to track training efforts, including dates, means (e.g., online, classroom, field training), topics and the identification of those participating in training, and attendance numbers.
    - A process to measure of training effectiveness such as self-assessment, pre-test and post-test, and productivity measurement.

Path 2. No Environmental Fines or Violations (3 points)

After final completion and acceptance of construction, provide a signed letter from a designated representative(s) of the Project, such as the Owner, the Environmental Compliance Manager, or the prime contractor stating that zero environmental violations were incurred as a result of the Project.

For this path to apply, the Project must be located where a legal structure is in place that includes clear environmental laws and violation criteria (administrative, civil and criminal), penalties for non-compliance, and active enforcement through routine inspection and monitoring.

Greenroads®

CA-2
1-2 POINTS

WORKZONE HEALTH & SAFETY

GOAL

Minimize safety and health hazards during Project construction.

INSTRUCTIONS

Path 1. Workzone Safety Management (1-2 points)

- **2 points. OSHAS18001 Safety Management System.** Select a certified prime contractor or construction management firm with an OHSAS18001 Health and Safety Management System.

OR

- **1 point. Job Hazard Analyses.** Use Job Hazard Analyses (JHA) to manage workzone safety on the project on a regular basis from start to finish of construction, including all activities of the prime contractor and subcontractors. For some projects, daily or weekly JHAs may be necessary or appropriate.

  a. Prepare a Summary JHA that is representative of the entire duration of the project. The Summary JHA should include:
  b. A short narrative that describes the goals of the JHA and how the JHA was implemented and used to manage safety on the Project.
  c. A list or table of all major construction operations occurring within the Greenroads Workzone, including dates and locations of each operation.
  d. A description of the sequence for each operation.
  e. Identify and list or tabulate all potential hazards associated with each step in the sequence of each operation.
  f. A list preventive action(s) for each potential hazard.
  g. Identify and list any individuals or parties responsible for implementing preventative actions.
  h. A description of miscellaneous or additional hazards that may be present within or adjacent to the Workzone, and an appropriate means of abatement or prevention.

AND/OR

- **1 point.** Designate a Safety Officer that is accountable for construction site safety performance on the Project. This individual shall maintain a professional credential in construction work-site safety that is granted by an independent third-party safety authority or accreditation program. The Safety Officer shall document all reportable injuries and illnesses on the Occupational Health & Safety Administration (OSHA) Form 300, scoped specifically to include reportable information for the Greenroads Project only. The OSHA 300 form can be accessed here: osha.gov/recordkeeping/new-osha300form1-1-04.pdf

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CA-2
1-2 POINTS

Path 2. No Reportables (2 points)
After final completion and acceptance of construction, provide a signed letter from a designated representative(s) of the Project, such as the Owner, the Safety Officer, or the prime contractor, that states there were zero OSHA reportable injuries or illnesses as a result of the Project.

For this path to apply, the Project must be located where a legal structure is in place that includes clear human health and safety laws and violation criteria (administrative, civil and criminal), penalties for non-compliance, and active enforcement through routine inspection and monitoring.

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CA-3
1-3 POINTS

QUALITY PROCESS

GOAL

Improve accountability for construction quality on the Project.

INSTRUCTIONS

Path 1. Quality Management (1-3 points)

- **2 points. Quality Management System.** Select a certified prime contractor, design-builder, or construction management team with an ISO9001 Quality Management System.

AND/OR

- 1 point. Construction Warranty. The project construction contract shall include, as a minimum, a 3-year warranty for all constructed portions of the Project. The terms of the warranty shall be defined by the owner and may include contractor input if desired. As a minimum, the contractual warranty specifications shall include:

  a. Definition of what product(s) are warranted
  b. Length of the warranty period
  c. Responsibilities of the owner
  d. Responsibilities of the contractor
  e. Responsibility for maintenance
  f. Conflict resolution process
  g. Contractor quality control plan
  h. Measurement methods
  i. Performance based requirements and associated threshold levels that require corrective action by the contractor
  j. Requirements for remedial corrective action
  k. Requirements for elective or preventative actions
  l. Basis of payment
  m. Final warranty acceptance

  Warranties provided by a contractor within the structure of an alternative delivery project that includes operation and maintenance may qualify for credit (e.g. public-private partnerships, design-build-operate-maintain, etc.). Due to the unique structure of each of these contracts, the presence of multiple stakeholders of real property, as well as varying definitions of “ownership,” submittals for this credit are subject to close review case-by-case.

Path 2. Ride Quality (1-3 points)

1. Measure smoothness of all paved surfaces receiving regular motor vehicle traffic before opening to traffic expressed by International Roughness Index (IRI).

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CA-3
1-3 POINTS

2. Prepare a smoothness measurement report which contains the measurement scale, measuring equipment, and conversion to IRI, if IRI is not used as the measuring scale.
3. Determine the coordinating number of points achieved as below:

- IRI Target Smoothness for New Construction & Reconstruction
    - **1 point.** 60-56
    - **2 points.** 55-51
    - **3 points.** 50-46
- IRI Target Smoothness for Surface Rehabilitation
    - **1 point.** 85-70
    - **2 points**. 69-60
    - **3 points.** 59-50

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CA-4

1 POINT

EQUIPMENT FUEL EFFICIENCY

GOAL

Reduce or avoid fossil fuel energy needs in the Project's construction equipment.

INSTRUCTIONS

1. Reduce the overall fuel use of on-road and non-road construction equipment by using natural gas, biofuel, biofuel blends, and hybrid electric vehicles as a substitute or replacement for conventional diesel and gasoline fuels. Fuel use from materials production facilities may be included as non-road equipment provided that fuel use is tracked specifically for the Project.
2. Prepare an equipment tracking spreadsheet that records the following information:
    - Equipment Make, Model and Model Year
    - Total Operating Hours on the Project
    - Total Fuel Used
    - Operating Efficiency
    - Type of Fuel Used
3. Report the total amount of operating hours for construction equipment that avoided diesel fuel or gasoline, expressed as a percentage of total operating hours.
4. Show that the total amount of operating hours for construction equipment avoiding diesel fuel or gasoline is 10% or more of the total fleet operating hours.

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CA-5

1 POINT

WORKZONE AIR EMISSIONS

GOAL

Reduce air emissions due to exhaust from the Project's construction equipment.

INSTRUCTIONS

1. Reduce the overall air emissions for criteria pollutants from on-road and non-road construction equipment by using equipment with installed emission reduction exhaust retrofits, add-on fuel efficiency technologies, clean fuels, engine replacement or vehicle upgrades.
    - **For non-road equipment.** Choose exhaust retrofits or an add-on fuel efficiency technology that meets or exceeds the EPA Tier 4 emission standards. Emissions from materials production facilities may be included as non-road equipment provided criteria pollutant information is tracked specifically for the Project.
    - **For on-road diesel equipment.** Use technologies on a list of approved and verified devices or use cleaner diesel fuels.
2. Prepare an equipment tracking spreadsheet that records the following information for each piece of equipment:
    - Equipment Make, Model and Model Year
    - Designated Use (On-Road or Non-Road)
    - Total Operating Hours on the Project
    - Type of Emissions Reduction Product or Approach Used
    - Product Emissions Standard Met
3. Report the total amount of operating hours for construction equipment that used emissions retrofits, technologies, or fuels, expressed as a percentage of total operating hours.
4. Show that 10% or more of the total operating hours were completed with equipment that used emissions retrofits, technologies, or fuels.

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CA-6

1-3 POINTS

WORKZONE WATER USE

GOAL

Encourage responsible water resource management during Project construction.

INSTRUCTIONS

1. Create a spreadsheet that records total water use during Project construction. This spreadsheet should identify, at minimum:
    - Dates of use.
    - Amounts of use.
    - Locations and sources of water used.
    - Potability of water source(s).
    - Each construction activity requiring water use.
    - Total water quantity used in each construction activity.
    - Method of measurement to determine total quantity used.
    - Disposal practice for unused water.
    - Type of water use permit, if any.
    - Total cost of water used from each source, if any.
2. Report the percentage of non-potable water sources used for construction activities, expressed as a percentage of total water use.

- **2 points.** Track and record water use.
- **3 points.** Track and record water use and show that 100% of water sources are non-potable.

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CA-7

1-2 POINTS

ACCELERATED CONSTRUCTION

GOAL

Reduce the time required to deliver the Project to minimize construction congestion.

INSTRUCTIONS

Path 1. Minimize Traffic Impacts (1-2 points)

1. Report the local definition of “peak hour” travel times.
2. Prepare the Project work schedule such that the Project has no impact on peak hour traffic.

- **1 point.** No peak hour impacts.

AND/OR

1. Collect traffic data before the project begins construction.
2. Prepare a Workzone User Cost Analysis (WUCA) according to the Federal Highway Administration's Work Zone Road User Costs: Concepts and Applications report (FHWA-HOP-12-005) for the proposed traffic management scheme for the duration of project construction. Report the inputs used for calculations.
3. Report the expected total workzone user costs due to construction on the Project for the duration of work.
4. Show that the proposed traffic management plan reduces projected workzone user costs from the baseline 7am-5pm work day condition by a minimum of 10%.
5. Report the inputs used for the calculations.

- **1 point.** Reduce workzone user costs by 10%.

Path 2. Early Completion

1. Report the total number of days expected for Project delivery upon award of construction contract at the Project’s Preliminary Review for Certification.
2. Report the Project’s actual completion date at the Project’s Final Review.
3. Compute the total percentage of time saved by accelerated construction and early completion of the Project.

- **1 point**. Complete construction before the contractually agreed delivery date by 5%, (in whole days).
- **2 points**. Complete construction before the contractually agreed delivery date by 10% (in whole days).

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CA-8

1 POINT

PROCUREMENT INTEGRITY

GOAL

Encourage sustainable procurement through transparent, ethical and fair contracting methods for the Project.

INSTRUCTIONS

Develop an Ethics Program for all parties to the Project that meets the standards outlined in the Federal Acquisition Regulation (2011) and the Contractor Code of Business Ethics and Conduct (2015).

An Ethics Program includes at minimum:

a. Ethics Training Activities
b. An Employee Code of Conduct
c. Compliance Awareness for Employees, and
d. Monitoring of the Program's effectiveness.

At least 90 days prior to award:

1. Perform an internal review of ethics and corruption issues, such as a risk assessment.
2. Identify the program goals and implementation strategy for an Ethics Program.
3. Assign an internal party to be the main point of contact.
4. Set up a whistleblower hotline.
5. Write a Code of Ethics, Code of Conduct and Conflict of Interest Policy.
6. Distribute the document to all employees, and all future employees.
7. Provide an orientation to the Code of Ethics and Code of Conduct to all employees, and all future employees.
8. Establish an Ethics Training Plan, including expected content of training, number of trainings and schedule, duration, and expected audience needs.
9. Determine how the Program will assess effectiveness over time for at minimum the duration of administration and construction.

After substantial completion of construction:

10. Prepare a short narrative. documenting the program, its effectiveness, and the monitoring approach used.

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CA-9

1 POINT

COMMUNICATIONS & OUTREACH

GOAL

Encourage ongoing engagement with local communities and media during Project construction.

INSTRUCTIONS

Create a Strategic Communications Plan (SCP) to be implemented upon receipt of initial funding for construction of the Project. The SCP shall extend, at minimum, for the duration of Project construction activities from contract administration and construction planning though final completion.

The SCP is intended as an extension of the commitments in the Community Engagement Plan (CEP) prepared for Credit PR-5 Community Engagement. The primary components of a SCP are:

- Ongoing public relations and media relations (see PR-5).
- Ongoing community outreach (see PR-5).
- Sustainability education. Outreach events with meaningful participation by academic institutions.

A SCP shall include at minimum:

1. A report of results and an evaluation of the effectiveness of the Project's Community Engagement Plan (CEP) developed in PR-5.
2. A set of Project-specific goals and objectives to be achieved by the SCP during construction.
3. A list of planned communications and outreach activities for the duration of construction, including dates of engagement events, venues, agendas and necessary materials.
4. A dedicated responsible party for communicating with stakeholders, soliciting and receiving feedback, and responding to stakeholder comments.
5. Multiple means of delivering the information about outreach and sustainability education activities to the impacted parties, including: a digital or electronic component, a media relations component, and a sustainability education component directed at academic institutions.
6. An allocation for funding the proposed communications and outreach activities, especially for participants that are disproportionally impacted by the proposed Project and for sustainability education events.
7. An approach for measuring and monitoring the effectiveness of communications and outreach activities including routine updates to the Plan, correction or revision procedures, and a list of items to be measured.

At the end of construction, prepare a brief narrative evaluating the SCP's effectiveness and reporting the monitoring results.

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CA-10

1-2 POINTS

FAIR & SKILLED LABOR

GOAL

Encourage fair labor practices and job training opportunities on the Project.

INSTRUCTIONS

This credit is measured by the cost of labor OR total number of full time equivalent (FTE) hours worked by paid employees and apprentices of the lead contracting party, including subcontractors. **Prior to submittal, remove all personally identifying information from payroll records, including addresses and identification numbers.**

Path 1. Equitable Employment (Up to 2 points)

1. Investigate the local construction industry's median wages, benefits and other allowances paid for all required trades and construction staff on the Project. These are the local "prevailing wages."
2. During contract administration, the Project Owner shall specify in the contract that prevailing wages are paid for all employees and employees of subcontractors of the prime contractor.
3. Prepare payroll records (such as approved statements of intent) to show the actual wages earned at prevailing wage rates at the end of the job (such as affidavits or certified payroll).

Where prevailing wages are required by law:

- **1 point.** Provide the approved statements of intent, certified payroll, and affidavits from all contractors and subcontractors showing that 100% of all paid individuals that are involved in the construction contract are paid prevailing wages.

Where prevailing wages are not required by law:

- **1 point.** Provide affidavits and certified payroll records for contractors and subcontractors showing that at least 50% of all paid individuals receive prevailing wages.
- **2 points.** Provide affidavits and certified payroll records for contractors and subcontractors showing that 100% of all paid individuals receive prevailing wages.

AND/OR

Use payroll information to determine the number of men, women and gender-undisclosed employees and total wages, benefits and allowances paid and hours worked for each.

- **1 point.** Show that total wages, benefits, and allowances paid for each trade are gender neutral.
- **1 point.** Show that a minimum 25% of the total FTE for the construction contract are women.

Path 2. Education and Skill Development (2 Points)

1. The Project Owner shall provide a wage subsidy for an apprenticeship program such that the prime contractor may hire apprentices and sponsor associated job training programs for its apprentices. An allocation for the

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CA-10
1-2 POINTS

subsidy must be made in the contract documents and cover the full cost the expected program, including raises for good performance, benefits and allowances.

2. The apprenticeship program shall have at minimum:

    a. A half-time classroom component.
    b. Duration of a minimum of 6 months
    c. Wages no less than 50% of journeyman rates.
    d. A prepared agenda showing the scope, duration, performance expectations and classroom time requirements.

3. Provide payroll records showing the number of apprentices in the program and the wages for each trade.
4. Report the total projected cost of the program at the beginning of construction.
5. Report the actual cost of the program at the end of construction.

OR

1. The prime contractor shall partner with an academic institution to offer benefits to all part-time and full-time benefit-eligible employees for 100% tuition reimbursement to earn their next degree.
2. The project owner shall partner with an academic institution or other community non-profit organizations to provide on-site literacy and language programs to serve individuals with reading and writing skill levels less than Grade 7 that perform work on the Project.
3. Report the total amount contractually allocated for the benefits, eligibility criteria for participation, and enrollment terms of the program.
4. Describe how workers will be notified of the program, its eligibility criteria, and enrollment terms.
5. Report the total number of participants who enrolled to receive the education benefit during construction.

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CA-11
1 POINT

LOCAL ECONOMIC DEVELOPMENT

GOAL

Stimulate economic development by providing equal opportunities for small businesses and local labor on the Project.

INSTRUCTIONS

Path 1: Small Business Engagement

1. Dedicate a minimum of 25% of the Project's funds to certified small businesses. The certified small business must participate on work directly within the defined Certification boundary of the Project.
    - Certified women-owned (a female individual is the majority shareholder and/or top executive) and other certified socially disadvantaged businesses (where a socially disadvantaged party is the majority shareholder and/or top executive) may be included in the total but no business entity or owner may be counted more than once.
2. Collect a copy of the small business certification record from each qualified contractor and subcontractor.
3. Report the total amount of construction funding required for the Project, and the total amount of funding dedicated to certified small businesses. Include all change orders in the total amounts.
4. Prepare a summary report of actual certified small business participation by final completion.

Path 2: Local Employment

Prior to submittal, remove all personally identifying information from payroll records, including addresses and identification numbers.

1. Draw a circle with a radius of 50 miles (80.5km) around the geographic center of the Project on a map.
2. Use contractor payroll records to identify the total number of paid employees and apprentices with primary residences within the circle.
3. Report the total number of paid employees and apprentices.
4. Show that a minimum of 50% of the paid employees and apprentices have primary residences within the circle.

OR

1. Draw a circle with a radius of 50 miles (80.5km) around the geographic center of the Project on a map.
2. Use contractor payroll records to identify paid employees and apprentices with primary residences within the circle and the total pay received at the end of construction by these paid employees and apprentices.
3. Report the total wages, benefits and allowances received by paid employees and apprentices with primary residences within the circle.
4. Show that a minimum of 50% of wages, benefits and allowances paid are received by paid employees and apprentices that have primary residences within the circle.

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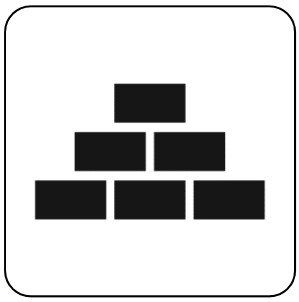
MD

24 POINTS MAX

MATERIALS & DESIGN



The intent of this category is to promote responsible practices for materials management to lower costs, extend service life, and reduce maintenance.

The median energy use by one lane, one mile long, of road requires about as much energy to build as 100 average U.S. households use in one whole year (2-4 terrajoules). That is quite an impressive carbon and energy footprint. The Materials & Design Category credits seek to measurably reduce this footprint.

Transportation projects tend to offer plenty of opportunities for creative reuse, recycling and reducing overall resource intensity. Credits in the Materials & Design category are often associated with high return on investment, which reduce the bottom line with lower costs for initial construction and lifetime cost savings, lower maintenance costs, as well as big environmental savings upfront and for a lifetime.

The following credits in this category have percentage based performance measures, which, if achieved, may be eligible for Extra Credit in the Creativity & Effort Category.

- MD-2 Recycled & Recovered Content

No credits in the MD category may achieve extra credit for pursuit of multiple calculation options.

Three credits in the MD Category are currently eligible for Extra Credit in the Creativity & Effort Category for disclosing and computing specific cost information when compared to a reasonable conventional alternative. Additional information regarding Extra Credit computations is provided in the following credits:

- MD-1 Preservation & Reuse
- MD-2 Recycled & Recovered Content
- MD-6 Long-Life Design

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MD-1

1-5 POINTS

PRESERVATION & REUSE

GOAL

Encourage practices that preserve and reuse existing materials within the Project boundary.

INSTRUCTIONS

1. Preserve and reuse at least 50% of the existing material within the Project boundary, measured and computed by estimated volume. Materials must not leave the Project limits to be considered for credit (see MD-2 Recycled & Recovered Content). Greenfield projects are not eligible for this credit.
2. Prepare a spreadsheet that calculates the overall percent of material reused by volume and total points earned including the following items at minimum:

    a. Total volume of existing pavement structure, decking, superstructure and other structural materials
    b. Total volume of reused pavement structure, decking, superstructure and other structural materials
    c. A short written description of how the structure materials were was reused.

    The materials considered in volume calculations shall include as applicable, but are not limited to:

    - Hot mix asphalt (HMA)
    - Portland cement concrete (PCC)
    - Bridge decking
    - Unbound granular base material
    - Stabilized base material
    - Structural foundations
    - Abutments
    - Walls, and
    - Superstructures.

3. Exclude from volume calculations any systems active during operations such as, electrical wiring, conduit, and mechanical equipment (including traffic technologies and irrigation) and overhead utilities. (See Utilities & Controls Category credits.)
4. Exclude native fill materials, any stockpiled materials that will remain on site in stockpiles or berms, soil mixing, barriers and rails, and subsurface utilities. (See EW-06 Soil Management and UC-1 Utility Upgrades.)

- **1 point.** 50% of existing material by volume is reused.
- **2 points.** 60% of existing material by volume is reused.
- **3 points.** 70% of existing material by volume is reused.
- **4 points.** 80% of existing material by volume is reused.
- **5 points.** 90% of existing material by volume is reused.

Extra Credit Calculation (1 point)

- Prepare a bid alternate that includes a complete remove and replace alternative and compute the difference.

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MD-2

1-5 POINTS

RECYCLED & RECOVERED CONTENT

GOAL

Reduce or eliminate the Project's needs for the extraction and production of virgin materials.

INSTRUCTIONS

1. Use recycled or recovered materials as a substitute for virgin materials. Recycled content is material that has received offsite processing prior to haul to its final placement within the Project boundary, but need not be generated by the Project. Recovered content is material salvaged from outside the Project boundary and hauled to the Project but requires minimal processing prior final placement within the Project boundary.
2. Prepare a materials list and keep track of materials records (e.g. chain of custody and supplier daily mix reports), mix designs, and Project mix tickets for all materials and products used on the Project.
3. Report the actual average recycled and recovered content for the Project at the end of construction according to at least one of four paths below. Credit is awarded according to the highest achievement recorded under one path only, whichever most benefits the Project.
4. Compute the total weight of materials under consideration for each selected Path.
5. Compute the total weight of recycled content of each material considered for the selected path.
6. Compute the average recycled content by weight.

Calculation Option 1. Consider only the binder materials and structural and reinforcing steel materials.
This path typically means all cement or asphalt and steel rebar, dowel bars and structural steel. Other materials (e.g., aggregate in pavement or structures, granular base, structural fill, signs, plastics, wood, or other metals, etc.) are excluded. Pipes (steel, prefabricated concrete, plastic or other materials) for subsurface utilities and jersey barriers or railings may be excluded for this Path only.

- **1 point.** 8% recycled
- **2 points** 18% recycled
- **3 points.** 28% recycled
- **4 points.** 38% recycled
- **5 points.** 48% recycled

Calculation Option 2. Consider only the hot mix asphalt (HMA) and portland cement concrete (PCC) pavement materials and steel materials.
This path encompasses the material in Path 1 plus aggregates as well as any other additive materials and prefabricated materials. Other materials (e.g., granular base, structural fill, signs, plastics, wood, or other metals, etc.) are excluded.

- **1 point.** 8% recycled
- **2 points** 18% recycled
- **3 points.** 28% recycled
- **4 points.** 38% recycled

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MD-2
1-5 POINTS

- **5 points.** 48% recycled

Calculation Option 3. Consider all materials including granular base layers, structural fill, and soil improvements. This path encompasses the material in Options 1 and 2 plus the granular base layers (either unbound or bound with a binding agent such as lime, cement or asphalt emulsion) as well as any other added materials. Other materials (e.g. signs, plastics, wood, or other metals, etc.) are excluded.

- **1 point.** 20% recycled
- **2 points.** 30% recycled
- **3 points.** 40% recycled
- **4 points.** 50% recycled
- **5 points.** 60% recycled

Calculation Option 4. Consider ALL project materials included on the materials list (including change orders). This path encompasses the material in Options 1, 2 and 3 plus all signage, poles, traffic structures, plastics, wood, barriers, etc. Electrical wiring, conduit, and mechanical equipment (including traffic technologies) may be included or excluded at Project Team's discretion.

- **1 point.** 20% recycled
- **2 points** 30% recycled
- **3 points.** 40% recycled
- **4 points.** 50% recycled
- **5 points.** 60% recycled

Extra Credit Calculation (1 additional point for CE-3)
Keep track of material and product costs and highlight savings (or additional expenses) for materials and products with recycled and recovered content.

For materials and product suppliers, in addition to the above content reporting by weight, report and tabulate the following information, in addition to the calculation options above:

- The material or product cost per the purchase agreement.
- The material or product cost for an equivalent product with no recycled or recovered content. If the equivalent product is not sourced by the same supplier, indicate this with a note in the table.

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MD-3

2 POINTS

ENVIRONMENTAL PRODUCT DECLARATIONS

GOAL

Improve supply chain transparency of environmental impacts due to Project products and materials.

INSTRUCTIONS

1. List all products used on the Project and identify products with an environmental product declaration (EPD).
2. Provide a copy of any and all suppliers' EPDs and corresponding product category rule (PCR) that exists for materials and products used for the Project.
3. Identify the characteristics of the EPD as follows:

    a. The name of the supplier
    b. The name of the product or material
    c. EPD program operator
    d. The lifecycle scope of the EPD (e.g. gate to gate, cradle to gate)
    e. The number of criteria considered in the EPD
    f. The specificity of the EPD (product or project specific, industry generated data)
    g. The referenced standard used to complete the lifecycle assessment
    h. Whether or not the EPD was prepared by an independent third-party
    i. Whether or not the EPD was verified by an independent third-party
    j. Known credentials of any third-party (such as Lifecycle Assessment Certified Professional)
    k. How much the EPD cost to prepare, if known.

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MD-4

2 POINTS

HEALTH PRODUCT DECLARATIONS

GOAL

Improve supply chain transparency of human health impacts due to Project products and materials.

INSTRUCTIONS

1. List all products used on the Project and identify products with a health product declaration (HPD).
2. Provide a copy of any and all supplier's health product declaration (HPD) that exists for materials and products used for the Project.
3. Identify the characteristics of the HPD as follows:

    a. The name of the supplier
    b. The name of the product or material
    c. HPD program operator
    d. The lifecycle scope of the HPD (e.g. gate to gate, cradle to gate)
    e. The number of priority hazard criteria considered in the HPD
    f. The specificity of the HPD (product or project specific, industry generated data)
    g. The referenced standard used, if any
    h. Whether or not the HPD was prepared by an independent third-party
    i. Whether or not the HPD was verified by an independent third-party
    j. Known credentials of any third-party
    k. How much the HPD cost to prepare, if known.

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MD-5

1-5 POINTS

LOCAL MATERIALS

GOAL

Reduce impacts from transport of materials to the Project and stimulate local economies.

INSTRUCTIONS

Make an itemized list of all materials, parts, components and products intended for permanent installation on the project including weights, total costs, shipping costs, and location of purchase and/or source of these materials and the billing address for each.

Show that your project meets the requirements of Calculation 1 or Calculation 2 below. Receipts, fuel receipts, mix tickets, haul receipts, and similar supporting documents may be requested to verify calculations.

Calculation 1. Buy Local

1. Compute the total cost of all materials, parts, components and products used for project construction including all shipping and transport costs based on the project bid list.
2. Compute the percentage of total cost that has been paid to materials suppliers, processors, distributors and producers within a 50 mile (80 kilometer) radius of the geographic center of the project “as the crow flies”. Points are awarded according to the minimum percentages below.
3. Prepare a map showing the geographic center (in latitude and longitude) of the project. This may, in many cases, be a milepost or station. The map must show:

    a. The name and location of the project and the latitude and longitude or mile marker of the center.
    b. A clearly drawn circle with a radius of 50 miles drawn to scale.
    c. A scale.
    d. Labels or icons for each basic material with a billing address that lies within the 50 mile radius.

- **1 point.** 50% by cost sourced locally
- **2 points.** 60% by cost sourced locally
- **3 points.** 70% by cost sourced locally
- **4 points.** 80% by cost sourced locally
- **5 points.** 90% by cost sourced locally

OR

Calculation 2. Reduce Haul

1. Use chain-of-custody forms to disaggregate each material, part, component or product into its basic materials by weight and express as a percentage of the sum of these weights. A “basic material” is one that can no longer be divided without chemical means.
2. Compute the cumulative fronthaul distance traveled for each basic material from point of origin to the final endpoint on the project. Note this distance includes all intermediary points, such as assembly or distribution, between the original source and the final placement on the project.

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MD-5

1-5 POINTS

3. Report the total distance in total freight miles or kilometers (road, air, rail or barge) traveled for each basic material.
4. Show that at least 95% of these basic materials by weight have traveled less than the maximum haul distances shown below.

- **1 point.** 95% weight of materials sourced within 500 miles (804 km)
- **2 points.** 95% weight of materials sourced within 338 miles (543 km)
- **3 points**. 95% weight of materials sourced within 225 miles (362 km)
- **4 points.** 95% weight of materials sourced within 150 miles (241 km)
- **5 points.** 95% weight of materials sourced within 100 miles (161 km)

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MD-6
1-5 POINTS

LONG LIFE DESIGN

GOAL

Encourage development of long-lasting Projects that reduce maintenance needs and lifecycle costs.

INSTRUCTIONS

"Long life" means no more than routine maintenance activities (e.g. surface rehabilitation) expected during the projected service lifetime. "Service life" is the time period for which the system, and all its components, is expected to function with routine maintenance activities. "Design life" is the time period for design procedures based on statistical methods that is used to achieve expected performance during the target service life.

1. Compute the total trafficked area on the Project. Exclude area of all pervious or porous surfaces, shoulders, medians, sidewalks, private driveways, and any other paved areas that do not receive regular motorized vehicle traffic.
2. Collect subsurface and/or structural condition data including, at minimum, the current structural capacity of the existing sections using any testing method that is approved by the Project Owner, and the California Bearing Ratio (CBR).
3. Compute the total lifetime equivalent single axle loads (ESALs) expected for the Project, using best available data and reasonable projections for growth.
4. Design the Project in accordance with any design procedure(s) that is approved by the Project Owner.
5. Determine the total number of points possible for long-life design or extended service life, as applicable.

Report the following information and parameters:

a. Referenced design procedure used.
b. Inputs used for design calculations.
c. A list of sections to be built (or reconstructed) and their associated material type, surface areas, equivalent single axle loads (ESALs), design thicknesses, subgrade and base CBR, and if design was intended to be long-life (or extended-service) or not in accordance with the requirements of this credit.
d. A calculation showing the total number of points earned.
e. A drawing or project map showing locations of long life or extended service trafficked areas. These areas should be highlighted on the drawing, a scale should be on the drawing, and the total surface area of each section should be called out as a note on the drawing.

Calculation 1. Long Life Criteria

Design the total trafficked area on the Project to meet long-life criteria.

- 40 year design life for new and reconstructed pavements
- 75 year design life and/or 100 year minimum expected service life for new and replaced or reconstructed major structures
- Next projected routine construction maintenance event that is anticipated to occur anywhere in the Project area is expected to occur in no less than 8 years.

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MD-6
1-5 POINTS

Compute the total trafficked area on the Project meeting the following long-life criteria.

- **1 point.** 50% of the total trafficked area is designed to meet long-life criteria.
- **2 points.** 60% of the total trafficked area is designed to meet long-life criteria.
- **3 points.** 70% of the total trafficked area is designed to meet long-life criteria.
- **4 points.** 80% of the total trafficked area is designed to meet long-life criteria.
- **5 points.** 90% of the total trafficked area is designed to meet long-life criteria.

OR

Calculation 2. Extended Service Criteria (1-3 points)
Show that a minimum of 95% of the total trafficked area receives construction maintenance expected to extend the service life of the existing facility and meets the following extended service criteria:

- Age of the facility is greater than 8 years.
- The last preservation activity took place more than 5 years before.
- The facility has been inspected within the last 2 years.
- The facility has been documented to be in need of preservation, rehabilitation or reconstruction activities to maintain a state of good repair.

  - **1 point.** 5 year service life extension or 20% longer than the age of the facility, whichever is greater.
  - **2 points.** 10 year service life extension or 40% longer than the age of the facility, whichever is greater.
  - **3 points.** 15 year service life extension or 60% longer than the age of the facility, whichever is greater.

Also report the following two additional parameters:

a. The original construction date of the existing facility and its total age (service life to date).
b. The date of the Project's last construction maintenance event in the trafficked areas.

Extra Credit Calculation (1 additional point)
1. Compute the net present value of at least two alternatives for PR-6 Lifecycle Cost Analysis.
2. Show that the lowest lifecycle cost option (lowest net present value) was selected. To compare two or more alternatives with different lifetimes, use the lowest common denominator lifetime to ensure that the calculation horizon is equivalent and there are no partial builds being compared.
3. Report the total initial, user, and agency cost savings (or additional expenses), each expressed as a percentage for the full period of analysis.

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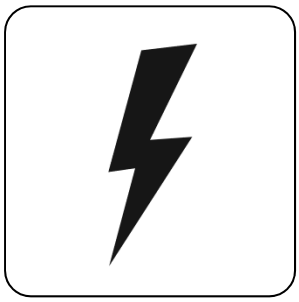
UC

20 POINTS MAX

UTILITIES & CONTROLS



The intent of this category is to promote best practices for improved operations, efficient systems, improved mobility, and enhanced user experience.

Without systems, controls and maintenance, transportation projects do not function efficiently, safely, or effectively. However, unlike buildings, the majority of energy use from the operation of transportation projects does not often come from electricity usage. Instead, the burning of fossil fuels for motor vehicle travel make the transportation sector third to the building sector in energy use and second in generation of greenhouse gas emissions. Also, transportation projects are often located in utility infrastructure corridors where multiple opportunities for infrastructure improvements may exist to avoid future maintenance issues due to aging or underperforming systems.

The Utilities & Controls Category credits apply to Projects that employ alternative systems and technologies choices which may be more energy efficient, improve congestion and commutes for better user experience and behavior, reduce lifetime maintenance and operational expenses, and help reduce environmental impacts.

The following credits in this category have multiple paths or percentage based performance measures, which, if achieved, may be eligible for Extra Credit in the Creativity & Effort Category.

- UC-4 Energy Efficiency
- UC-5 Alternative Energy
- UC-6 Lighting & Controls
- UC-7 Traffic Emissions Reduction
- UC-8 Travel Time Reduction

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UC-1
1-2 POINTS

UTILITY UPGRADES

GOAL

Improve surface and subsurface public and private utilities within the Project.

INSTRUCTIONS

Use the information collected during Credit PR-11, Utility Conflict Analysis to upgrade or improve all utilities and control systems within the Project boundary to meet local standards and regulatory requirements prior to final completion of construction. If there are no utility conflicts or upgrades required, then this credit does not apply.

- **1 point.** Public utility upgrades and conflict resolution.
- **1 point.** Private utility upgrades and conflict resolution.

Utility and control system work occurring within the Project boundary of successfully Certified Greenroads Projects within 5 years after construction completion may void the Project's Certification.

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UC-2
1 POINT

MAINTENANCE & EMERGENCY ACCESS

GOAL

Improve mobility and safety for routine utility maintenance and emergency activities on the Project.

INSTRUCTIONS

1. Provide adequate, dedicated space within the Project for maintenance vehicles to park, turn, maneuver, and perform routine utility maintenance activities without stopping traffic.
2. Provide adequate space (dedicated as appropriate) within the Project for emergency vehicle services and distressed vehicles in an emergency to park, turn, maneuver, and perform temporary emergency activities safely OR provide new access to emergency services, such as call boxes.
3. Provide appropriate signage designating maintenance and emergency access, if required.
4. Prepare a site map indicating the location(s) for maintenance and emergency access.
5. Provide and photodocument adequate access for utility maintenance crews to do their work with unrestricted clear space on all sides. Clear space for performing maintenance tasks should allow each person required to perform the work to achieve her/his full range of motion safely.
6. Provide and photodocument adequate access to emergency services and a clear space between dedicated areas and moving traffic.
7. Demonstrate minimum compliance with the International Fire Code (IFC) Section 16.04 regulations applicable as of the date of Project contract agreement.

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UC-3
1-3 POINTS

ELECTRIC VEHICLE INFRASTRUCTURE

GOAL

Reduce operational mobile-source emissions from the Project with infrastructure that encourages low emission vehicles.

INSTRUCTIONS

1. Complete a feasibility study for electric vehicle infrastructure that addresses the following items:

    a. Positive identification of the Project as a qualifying destination for users
    b. Location of potential charging stations
    c. Recommended type and quantity of charging stations
    d. Existing condition of the proposed supporting electrical grid
    e. Ownership, funding for installation, maintenance and fees for use

2. Install the recommended number of charging stations on the project (2 additional points).
3. Provide plans, model, make and identify standards for the charging stations' design.
4. Show that the stations are SAE J1772 (for Level 2 stations only) or CHAdeMO compliant (for DC stations).

- **1 point.** Completed feasibility study.
- **2 points**. Install EV charging stations.

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UC-4
1-3 POINTS

ENERGY EFFICIENCY

GOAL

Reduce lifetime energy consumption of operational systems on the Project.

INSTRUCTIONS

Projects without electrified systems are not eligible for this credit.

Path 1. Reduced Energy Use

1. Create an energy model of existing conditions. Report all model inputs and assumptions.
2. Select, specify, and install fixtures, controls and systems that can reduce the electricity needs for the Project.
3. Compute the annual energy use for the Project before construction ("baseline energy use") in existing conditions.
4. Photodocument the products in the installed condition.

- **1 point.** Reduce the baseline energy use on the project by 20%.
- **2 points.** Reduce the baseline energy use on the project by 40%.
- **3 points.** Reduce the baseline energy use on the project by 60%.

Path 2. Energy Efficient Systems

1. Create an energy model of the annual baseline energy use for the Project using a standard model luminaires, lamps and other lighting (if lighting is present) and any standard control or communications infrastructure that requires electricity (if present) according to Project Owner's standard specifications.
2. Select, specify, and install fixtures, controls and systems that can minimize the electricity needs for the Project and take photos of the products in the installed condition.
3. Compute the net change in energy use from lighting and control systems installed on the new Project.
4. Photodocument the products in the installed condition.

- **1 point.** Projected annual net energy use is less than annual baseline energy use by 20%.
- **2 points.** Projected annual net energy use is less than annual baseline energy use by 40%.
- **3 points.** Projected annual net energy use is less than annual baseline energy use by 60%.

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UC-5
1-3 POINTS

ALTERNATIVE ENERGY

GOAL

Reduce or avoid fossil fuel energy needs for operational systems on the Project.

INSTRUCTIONS

1. Compute the baseline energy requirements for all electrified components projected for the as-built condition on the Project for one year of typical operation. Report all model inputs and assumptions.
2. Install electrical components powered by alternative energy systems.
3. Provide cut sheets and specifications for each technology installed on the project that shows the expected watt-hours of the component.
4. Photodocument the systems in the installed condition.
5. Prepare a calculation showing the proposed energy offset amount and state the proposed credits achieved, signed by the Project Electrical Engineer.

- **1 point.** Offset 50% of the total energy requirements on the Project.
- **2 points.** Offset 100% of the total energy requirements on the Project.
- **3 points.** Offset 100% of the total energy requirements the Project and generate energy to power back to the grid at least 25% of the Project's total energy requirement.

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UC-6
1-3 POINTS

LIGHTING & CONTROLS

GOAL

Improve environmental quality within the Project through controlled systems and technologies.

INSTRUCTIONS

Path 1. Reduce Light Pollution

Install fixed lighting systems or controls (including all types of fixed sources of illumination and aesthetic lighting) that result in any of the following features on all fixtures within the Project boundary:

- **1 point.** Zero uplight above the nadir (BUG Rating UL = 0 and UH = 0)
- **1 point.** Be mounted at 0 degrees with no tilt
- **1 point.** Choose lighting features with correlated color temperatures (CCT) approximating moonlight

OR

- **3 points.** Choose lighting features with a Fixture Seal of Approval (FSA) by the International Dark Sky Association (www.darksky.org)

OR

1. Compute the existing light output of the existing system presuming new conditions.
2. Remove or permanently disable fixtures, or install lighting controls to reduce total light output.
3. Compute the reduction in light output.

- **1 point.** 25% light output reduced.
- **2 points.** 50% light output reduced.
- **3 points.** 75% light output reduced.

Path 2. Environmental Monitoring Systems

1. Install a system(s) of programmable sensors, actuators and controls to manage and monitor environmental quality during Project operation.
2. List and report the types of data that will be collected by these systems. Systems must be in place and operational prior to final completion.
3. Provide system specifications.

- **1 point.** Energy use monitoring systems.
- **1 point.** Water quality monitoring systems.
- **1 point.** Air quality monitoring systems.

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UC-7
1-3 POINTS

TRAFFIC EMISSIONS REDUCTION

GOAL

Reduce operational mobile-source emissions from the Project to improve air quality, mobility and human health.

INSTRUCTIONS

1. Use the current version of EPA MOVES software on a project level to model the total greenhouse gas emissions and criteria pollutant emissions on the Project before and after construction works. Report all inputs and assumptions. Ensure the duration of the analysis matches the proposed design horizon of the Project reported in similar credits.
2. Use assumptions for the before and after models that are consistent with each other for meaningful comparison.
    - For existing Projects, compare the as-built condition to the existing condition.
    - For new Project, compare the as-built case to a dummy case of the Project as designed without intelligent transportation systems other transportation demand management approaches, but including all applicable modes and a consistent alignment.
3. List the proposed emission reduction solutions used for the project, the projected emissions reduction for each, and their initial costs. Certified carbon offsets are appropriate as part of a comprehensive emissions reduction approach (nrdc.org/globalwarming/offsets.asp).
4. Compute the reduction in traffic emissions achieved by the Project in the as-built condition.
    - Exclude mobility improvements and systems that have no physical installation on the Project.
    - Exclude non-road construction equipment.
    - Exclude user air emissions due to construction activities.
    - Use a projected lifetime that matches the lifetime reported in PR-6 Lifecycle Cost Analysis.

- **1 point.** 20% reduction in all air emissions or VMT
- **2 points.** 40% reduction in all air emissions or VMT
- **3 points.** 60% reduction in all air emissions or VMT

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UC-8
1-2 POINTS

TRAVEL TIME REDUCTION

GOAL

Reduce operational delays on the Project to improve mobility and user satisfaction.

INSTRUCTIONS

Prepare a traffic analysis for peak hour traffic including baseline and as-built conditions. State all assumptions and provide a calculation reporting the aggregate reduction in commute time or improvement in travel time reliability across all Project modes.

For purposes of this credit, limit the mode choices to pedestrian, bicycle, single occupant vehicle, carpool, heavy freight, and mass transit. Exclude analysis of existing modes that are rerouted or otherwise not included in the as-built conditions.

Calculation 1. Commute Time Reduction

1. Establish the baseline travel times for the Project in person hours traveled (PHT).
    - For existing projects, compute the total person hours required to travel the Project in each mode that is present in the existing condition during peak hours.
    - For newly added modes on existing projects, compute the total person hours required to travel from start to finish of the Project using the fastest alternate route in peak-flow condition.
    - For new projects only, compute the total person hours required to travel from start to finish of the Project using the fastest alternate route in peak-flow conditions for all modes proposed in the final condition.
2. Compute the reduction in travel time achieved by the Project in the as-built condition.
    - Use an analytical method that reports confidence intervals and performance expectations for at least the first 5 years of operations.
    - Exclude mobility improvements and systems that have no physical installation on the Project.
3. Report the expected travel time reduction with a minimum 90% confidence.

For existing facilities, show:

- **1 point.** A minimum 10% reduction in existing PHT per each mode OR at least an average 10% total PHT in aggregate across all modes during peak hours.
- **2 points.** A minimum 20% reduction in existing PHT per each mode OR at least an average 20% total PHT in aggregate across all modes during peak hours.

For new (greenfield) facilities, show a:

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UC-8
1-2 POINTS

- **1 point.** A minimum 30% reduction in existing PHT per each mode OR at least an average 30% total PHT in aggregate across all modes during peak hours
- **2 points.** A minimum 40% reduction in existing PHT per each mode OR at least an average 40% total PHT in aggregate across all modes during peak hours.

OR

Calculation 2. Travel Time Reliability

1. Establish the baseline travel time reliability for the Project, expressed as Travel Time Index (TTI) and Buffer Index (BI) also known as Buffer Time Index (BTI).
    - For newly added modes, compute TTI and BI for the fastest alternate route to the Project.
2. Compute the TTI and BI achieved by the Project in the as-built condition for all modes.
    - Use an analytical method that reports confidence intervals and performance expectations for at least the first 5 years of operations.
    - Exclude mobility improvements and systems that have no physical installation on the Project.
3. Report the expected improvement in travel time reliability with a minimum 90% confidence.
4. Show travel time reliability improves as a result of the Project by:

- **1 point.** 10% net change in TTI or BI per each mode or at least an average 10% total TTI/BI in aggregate across all modes.
- **2 points.** 20% net change in TTI or BI per each mode or at least an average 10% total TTI/BI in aggregate across all modes.

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AL

21 POINTS MAX

ACCESS & LIVABILITY

The purpose of this category is to promote best practices for improved quality of life, including safety, human health, accessibility, social justice and placemaking.

Transportation projects goals often include encouraging new economic development and community interaction, while improving quality of life for all users and increasing transportation choices. The Access & Livability Category credits highlight Projects that incorporate multiple modes, providing safer access and better mobility to the Project area and its local amenities. A context sensitive approach to design and construction of the Project also allows a community's culture and history to be preserved and celebrated in many creative and beautiful ways.

Credits in the Access & Livability category often align with transportation agency strategic objectives or other local policy goals, including Complete Streets and other active transportation initiatives, economic vitality objectives, vehicle-miles traveled (VMT) reduction goals, and more.

The following credits in this category have multiple paths or percentage based performance measures, which, if achieved, may be eligible for Extra Credit in the Creativity & Effort Category.

- AL-1 Safety Audit
- AL-3 Multimodal Connectivity
- AL-4 Equity & Accessibility
- AL-5 Active Transportation
- AL-7 Noise & Glare Reduction
- AL-8 Culture & Recreation
- AL-9 Archaeology & History
- AL-10 Scenery & Aesthetics

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AL-1
1-2 POINTS

SAFETY AUDIT

GOAL

Encourage systematic and transparent evaluation of existing and potential operational safety hazards on the Project.

INSTRUCTIONS

Path 1. Formal Safety Audit (1-2 points)
Conduct at least one formal safety audit on the Project. A safety audit at any stage of construction must have the following characteristics:

- **A Formal Process.** An audit is a formal process that includes document exchange, field visits, and recommendations presented in a technical report with a formal response from the Project Team addressing the recommendations.
- **An Independent and Experienced Team.** The Audit Team performing the formal review must be shown to be independent of the Project. It also must be interdisciplinary and comprised of at least 3 people with varied technical backgrounds and experience.
- **A Limited Scope.** The audit scope includes a comprehensive review of safety for all users due to design elements of the Project and associated safety impacts expected during operation of the Project. The scope includes, at minimum, identification of issues (including non-compliance if needed), risk assessment and recommended corrective actions.
- **Proactive and Qualitative Results.** Audits are best practiced as means to address design and operational user safety issues before they happen.

- **1 point.** Design safety audit. Performed before construction begins.
- **1 point.** As-built safety audit. Performed during construction prior to opening to traffic.

Path 2. Perception of Safety Survey (1-2 points)
1. Perform a user survey for all modes that collects information about the individual's perception of safety on the Project, before and after construction.
2. Complete the survey 2 times, once before construction and again in the as-built condition prior to final completion, to a random group of users.
3. At minimum, the survey must contain 1 question that requires unique users to respond on a Likert scale and rate their own perception of safety. This question must be asked using identical language on both the pre-construction and post construction surveys.
4. Collect at least 200 unique responses to the survey, each time it is administered.
5. If safety improvements are perceived and justified, implement strategies designed to increase the users' perception of safety on the project.
6. Prepare a site plan highlighting the changes made.

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AL-1

1-2 POINTS

- **1 point.** Show that the Project increases the perception of safety by at least 10% of the aggregate pre-construction safety perception survey value.
- **2 points.** Show that the Project increases the perception of safety by at least 20% of the aggregate pre-construction safety perception survey value.

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AL-2
1-2 POINTS

SAFETY ENHANCEMENTS

GOAL

Reduce existing and potential operational safety hazards on the Project through quantitative safety analysis methods.

INSTRUCTIONS

1. Follow the procedures and methods explained in the *Highway Safety Manual* (AASHTO, 2010) to identify and analyze user safety and geometric design decisions on the Project and projected safety impacts for its operational period. Despite its name, the methods explained in the HSM are applicable to street projects, and it also includes means of considering non-motorized modes and other human factors.
2. Provide results of the evaluation. Any quantitative method or analytical tool may be used to perform the safety performance evaluation provided that they are scientifically based, statistically reliable and representative quantitative methods. The best available data (e.g. calibrated data) shall be used. If no safety performance enhancement opportunities are present, no additional points may be earned.
3. For existing (retrofit) projects:

    a. Implement safety performance enhancements in the Project as a result of the analysis.
    b. Show how safety has been measurably enhanced from pre-construction conditions ("nominal safety") such that a higher level of safety performance ("substantive safety") has been achieved. Report changes in crash frequency and severity, at minimum, any relevant human factors, and other design conditions that apply to the Project.
    c. Report the cost of the safety enhancements.
    d. Prepare a map showing the location of the enhancements. Performance enhancements must be physically present within the Project boundaries by the end of construction and identifiable on a site map.

4. For new alignments, realignments, and widening or expansion projects:

    a. Show that safety performance has been considered in project development to select the final alternative, such that a high level of safety performance ("substantive safety") has been achieved with the selected alternative.
    b. Compare differences in crash frequency and severity, relevant human factors, and any other design conditions that apply to the Project alternatives.
    c. Report the cost of the safety features on the final alternative.
    d. Prepare a map showing the location of key safety features. Safety features must be physically present within the Project boundaries by the end of construction and identifiable on a site map.

- **1 point.** Completed Quantitative Safety Evaluation
- **2 points.** Implementation of Quantified Safety Enhancements

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AL-3
1-2 POINTS

MULTIMODAL CONNECTIVITY

GOAL

Encourage new or improved connections for multiple modes within the Project.

INSTRUCTIONS

1. Show that the International Fire Code vehicle access standards (Section 16.04) for emergency vehicles, as applicable as of contract agreement date for construction, are met or exceeded as a result of the Project.
2. Identify the type and total number of surface transportation modes on the Project. For most projects consider at least these six modes: pedestrian, bicycle, mass transit, high occupant vehicle (HOV) carpool, freight, single-occupant vehicle (SOV). Multimodal means connections for at least three modes are relevant on the Project.
3. Write a short narrative describing the following conditions of multimodal connectivity for each of the six modes (and any additional modes) for the Project. Note the following:

    - Existing modes with continuous access along the centerline.
    - Number of crossings or intersections impacting any mode.
    - New modes added with continuous access along the centerline.
    - Any new or existing dedicated access continuously along the centerline provided for any mode.

Path 1. Mode Improvements

- **1 point.** Provide upgrades or improvements to the Project at crossings and intersections that benefit all modes on the Project.

AND/OR

- **1 point.** Provide upgrades or improvements to the Project along the centerline to ensure continuity for all modes on the Project for the full length of all designated established routes.

Path 2. New Connections

- **2 points.** For new transport facilities, provide continuous access along the entire length of the Project for at least one non-motorized or high occupant vehicle mode.

Path 3. Dedicated Facilities

- **2 points.** Provide dedicated lanes for freight, HOV, and/or transit modes along the entire length of the Project.

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AL-4
1-2 POINTS

EQUITY & ACCESSIBILITY

GOAL

Encourage Projects that provide a net social benefit, improve disproportionally impacted communities, and provide universal accessibility.

INSTRUCTIONS

Path 1. Socially Preferred Alignment (Up to 2 points)

1. During project development, use a quantitative economic analysis to understand the total value (benefits and costs) of the social impacts on the Project for the alternatives considered.
2. Identify any disproportionally impacted communities on the Project.
3. Show that the project has a net social benefit computed by cost.

- **1 point.** Selected alignment alternative minimizes the adverse social impacts and provides a net benefit to disproportionally impacted communities (if impacted).
- **2 points.** Selected alignment alternative avoids all adverse social impacts and provides a net benefit to disproportionally impacted communities (if impacted).

Path 2. Public Transit & Freight Access (Up to 2 points)

1. Implement transit-friendly design features on the Project. For transit improvements, transit service must exist on the project or be planned to begin as soon as the project opens to traffic.
2. Prepare a map highlighting the proposed transit improvements within the Project.

- **1 point.** Stop amenities and improvements for public transit users.
- **1 point.** Stop improvements for transit vehicles such as bus pads, bus pullouts, truck ramps, brake checks
- **2 points.** Priority lanes during peak hours or signal priority systems for public transit.

OR

1. Implement freight-friendly design features on the Project.
2. Prepare a map highlighting the proposed freight access improvements within the Project.

- **1 point.** Stop amenities and improvements for freight users.
- **1 point.** Stop improvements for freight vehicles such as rest areas, truck ramps, brake checks, pullouts.
- **2 points.** Priority lanes during peak hours or signal priority systems for freight.

Path 3. Universal Accessibility (Up to 2 points)

1. Design elements of the Project to be accessible and usable by any and all ages and ability levels to the maximum extent feasible.
2. Demonstrate universal accessibility is achieved on the Project for the facility as a whole to the maximum extent feasible by providing a qualitative narrative summarizing how well the Project features meet the 7 Principles of Universal Design (Connell et al. 1997).

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AL-4
1-2 POINTS

3. Provide specific examples of each of the 7 Principles. The 7 Principles of Universal Design are summarized below (excerpts in italics):

    - ***"Equitable Use.*** *The design is useful and marketable to people with diverse abilities.*
    - ***Flexibility in Use.*** *The design accommodates a wide range of individual preferences and abilities.*
    - ***Simple and Intuitive Use.*** *Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.*
    - ***Perceptible Information.*** *The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.*
    - ***Tolerance for Error.*** *The design minimizes hazards and the adverse consequences of accidental or unintended actions.*
    - ***Low Physical Effort.*** *The design can be used efficiently and comfortably and with a minimum of fatigue.*
    - ***Size and Space for Approach and Use.*** *Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility."*

- **1 point.** Retrofit existing systems within the Project boundary.
- **2 points.** Retrofit any existing systems and add new systems within the Project boundary.

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AL-5
1-2 POINTS

ACTIVE TRANSPORTATION

GOAL

Improve Project facilities for pedestrian, bicycle and other active modes for healthier communities.

INSTRUCTIONS

1. Prioritize active modes of transport on the Project, including pedestrian and other human-powered modes.
2. Prepare a sitemap showing the locations of the proposed active transport improvements showing that at least one active transport mode exists continuously along the Project centerline or crosses it, with highlights of any improvements made for active transport modes.

Path 1. Priority or Dedicated Access (Up to 2 points)

- **1 point.** Provide dedicated, grade separated crossings of motorized facilities

AND/OR

- **1 point.** Provide signal priority at at-grade intersections.

OR

- **2 points.** Provide a new dedicated facility for active transport modes where no previous facility existed. The dedicated facility shall be present continuously parallel to the Project centerline, for a majority of the project length (at least 50% of the total centerline distance).

Path 2. Reallocation of Space (Up to 2 points)

- **1 point.** Widen existing active transport facilities.
- **1 point.** Create shared space for all modes (home zones, Woonerfs)
- **1 point.** Reallocate space used by motor vehicles ("road diet").
- **1 point.** Provide contraflow facilities for cyclists
- **1 point.** Provide a buffer (e.g. edge zone) between active transport facilities (e.g. throughway zone) and motorized facilities.
- **1 point.** Provide a buffer (e.g. frontage zone) between active transport facilities (e.g. throughway zone) and adjacent building façades.

Path 3. Amenity Improvement (Up to 2 points)

- **1 point.** Provide bikeshare facilities within the Project boundary with minimum contract duration of 5 years from final completion.
- **1 point.** Provide bike racks and/or lockers.
- **1 point.** Provide street furniture and other amenities.
- **1 point.** Enhance and add community spaces (e.g. pocket parks.)

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AL-6
2 POINTS

HEALTH IMPACT ANALYSIS

GOAL

Improve transparency of human health impacts due to Project operations and use.

INSTRUCTIONS

Analyze the health and wellbeing impacts of the Project during project development.

The scope of the Health Impact Analysis (HIA) shall include at minimum:

1. Air pollution
2. Environmental health hazards
3. Safety and accessibility
4. Active transportation
5. Diseases such as diabetes, cancer, and other locally important healthcare issues
6. Crime considerations
7. Health demographics including:
    a. Identify how many people will be affected and in what ways by the Project
    b. Potential health risks for the Project demographic
8. Preparation of a report including:
    a. Recommendations to improve health or minimize health risks on the Project.
    b. A monitoring strategy

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AL-7

1-3 POINTS

NOISE & GLARE REDUCTION

GOAL

Reduce and prevent disturbances to the surrounding environments and communities due to Project operations.

INSTRUCTIONS

Path 1. Noise Abatement (Up to 3 points)

1. Identify existing and future locations (expected within 5 years of Project completion) of key noise receptors expected to be adversely impacted by the Project operations, including both human and wildlife receptors.
2. Conduct a Noise Survey for existing conditions at the Project site to establish the current A-weighted sound level (dBA) for the facility. At minimum, the Noise Survey should identify and analyze the following concepts for the existing and proposed alignment, for noise levels projected through Year 5.

    a. Facility posted speeds
    b. Traffic volumes and types of motor vehicles
    c. Tire-pavement noise
    d. Physical barriers
    e. Building conditions
    f. Other special acoustic conditions

3. Use any noise abatement strategies shown to reduce the expected operational noise at all key receptors for the facility at year 5 and expected to achieve an average reduction in noise.
4. Prepare a table reporting the key receptors, the noise abatement strategies used that impact noise levels at that receptor, expected dBA at each receptor, and a calculation reporting the average reduction in A-weighted sound levels achieved across the Project.

- **1 point.** 3 dBA reduction
- **2 points.** 6 dBA reduction
- **3 points.** 9 dBA reduction

Path 2. Glare Abatement (Up to 3 points)

1. Report the lighting zone for the Project according to the Joint Illuminating Engineering Society (IES) and International Darksky Association (IDA) Model Lighting Ordinance (MLO).
2. Install IES TM15-11 BUG-rated (Backlight-Uplight-Glare) fixtures that result in no Backlight and/or Glare beyond Zone levels (for uplight and other types of light pollution considerations see UC-6 Lighting & Controls).

    - Assume new conditions (initial luminaire lumens)
    - Do not use light loss factors (LLF = 1).

3. Prepare a photometric plan and illumination plans of the Project and provide product cut sheets and illumination specifications, showing the BUG ratings for selected products.

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AL-7
1-3 POINTS

- **1 point.** Show that 100% of installed illumination conforms to the BUG rating for Backlight and Glare appropriate to the MLO Zone.
- **1 point.** Show that no light trespasses beyond the Project boundary.

AND/OR

4. Complete a Visual Impact Analysis during project development to investigate glare abatement strategies for transient light emissions generated by the Project operations at key receptors of glare. The Visual Impact Analysis should identify at minimum:

    a. Glare from sources within the Project boundary
    b. Glare from sources outside the Project boundary
    c. Adverse safety impacts due to transient glare
    d. Other special conditions

- **1 point.** List the abatement strategies and technologies used to reduce transient glare within and exterior to the Project.

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AL-8
1-2 POINTS

CULTURE & RECREATION

GOAL

Increase awareness of a Project's local cultural and recreational resources.

INSTRUCTIONS

"Resource quality" is defined by the Federal Highway Administration National Scenic Byways Program list of designated “intrinsic qualities,” including how to identify cultural, community and recreational resources from other types of resources (www.fhwa.dot.gov/hep/scenic_byways/nominations/iq.cfm).

1. **Budget.** Dedicate funds to enhancing significant cultural, community and recreational site(s) or feature(s) located in or immediately adjacent to the Project.
2. **Wayfinding.** Provide community-appropriate and accessible wayfinding signage that allows all users to direct themselves successfully to all of the Project’s significant points of interest. Prepare a plan sheet showing the detail of the intended wayfinding signage.
3. **Information.** Provide a new and/or improved facility(ies) for all users to stop safely and access permanent educational information about the culturally or recreationally unique features on the site. Prepare a map highlighting the location of the proposed informational installation, and a path drawn indicating how a user might arrive there to view it.
4. **Photodocument.** Provide photographs of the following as applicable.

    a. the information installation in the completed condition
    b. the wayfinding signage in the completed condition
    c. the cultural, community or recreational resource(s), or state why it is not able to be photographed.

5. **Project Value.** Compute the lesser of the engineer’s estimated cost of construction prior to the contract, and the actual costs of construction including all change orders.
6. **Resources Value.** Compute the total value dedicated by the Project to cultural, community and recreational resources.
7. **Percentage.** Report the total percentage by cost allocated for cultural, community and recreational resources.

- **1 point.** 0.5% of resources value (5) compared to the project value (6).
- **2 points.** 1.0% of resources value (5) compared to the project value (6).

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AL-9
1-2 POINTS

ARCHAEOLOGY & HISTORY

GOAL

Increase awareness of a Project's local archaeological and historical resources.

INSTRUCTIONS

"Resource quality" is defined by the Federal Highway Administration National Scenic Byways Program list of designated “intrinsic qualities,” including how to identify historical and archaeological resources from other types of resources (www.fhwa.dot.gov/hep/scenic_byways/nominations/iq.cfm).

1. **Budget.** Dedicate funds to enhancing significant historical and archaeological site(s) or feature(s) located in or immediately adjacent to the Project. Note the referenced standard, regulation or document used to determine the significance of the Project's features.
2. **Wayfinding.** Provide community-appropriate and accessible wayfinding signage that allows all users to direct themselves successfully to all of the Project’s significant points of interest. Prepare a plan sheet showing the detail of the intended wayfinding signage.
3. **Information.** Provide a new and/or improved facility(ies) for all users to stop safely and access permanent educational information about the historic or archaeologically unique features on the site. Prepare a map highlighting the location of the proposed informational installation, and a path drawn indicating how a user might arrive there to view it.
4. **Photodocument.** Provide photographs of the following as applicable.

    a. the information installation in the completed condition
    b. the wayfinding signage in the completed condition
    c. the historical or archaeological resource(s), or state why it is not able to be photographed.

5. **Project Value.** Compute the lesser of the engineer’s estimated cost of construction prior to the contract, and the actual costs of construction including all change orders.
6. **Resources Value.** Compute the total value dedicated by the Project to historical and archaeological resources.
7. **Percentage.** Report the total percentage by cost allocated for historical and archaeological resources.

- **1 point.** 0.5% of resources value (5) compared to the project value (6).
- **2 points.** 1.0% of resources value (5) compared to the project value (6).

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AL-10
1-2 POINTS

SCENERY & AESTHETICS

GOAL

Enhance users' visual experience through pleasant views and aesthetic improvements within the Project.

INSTRUCTIONS

"Resource quality" is defined by the Federal Highway Administration National Scenic Byways Program list of designated “intrinsic qualities,” including how to identify scenic and aesthetic resources from other types of resources (www.fhwa.dot.gov/hep/scenic_byways/nominations/iq.cfm).

1. **Budget.** Dedicate funds to enhancing all significant:

    a. Scenic viewpoints, overlooks, or natural viewsheds located in or immediately adjacent to the Project
    b. Art installations located within the Project boundary, and
    c. Viewsheds within the Project boundary.

2. **Wayfinding.** Provide community-appropriate and accessible wayfinding signage that allows all users to direct themselves successfully to all of the Project’s significant points of interest. Prepare a plan sheet showing the detail of the intended wayfinding signage.
3. **Information.** Provide a new and/or improved facility(ies) for all users to stop safely and access permanent educational information about the scenic views, artwork, and other unique features on the site. Prepare a map highlighting the location of the proposed informational installation, and a path drawn indicating how a user might arrive there to view it.
4. **Photodocument.** Provide photographs of the following as applicable.

    a. the information installation in the completed condition
    b. the wayfinding signage in the completed condition
    c. the viewpoint and of its wayfinding signage.
    d. the viewshed improvements (before and after).
    e. the installed aesthetic improvements or treatments (before and after).
    f. any artwork installations.

5. **Project Value.** Compute the lesser of the engineer’s estimated cost of construction prior to the contract, and the actual costs of construction including all change orders.
6. **Resources Value**. Compute the total value dedicated by the Project to historical and archaeological resources.
7. **Percentage.** Report the total percentage by cost allocated for scenic, artistic and aesthetic resources.

- **1 point.** 0.5% of resources value (6) compared to the project value (5).
- **2 points.** 1.0% of resources value (6) compared to the project value (5).

Greenroads®

CE

15 POINTS MAX

CREATIVITY & EFFORT

The intent of this category is to promote best practices that are unique and exceed performance expectations.

The Creativity & Effort Category rewards Projects that employ a creative, context-sensitive approach to understand how the Project can ultimately serve community needs and fit local values. It provides room for and recognition of innovative ideas that can help future Project Teams be successful with new best practice ideas and activities that are environmentally, socially and economically more sustainable.

No credits in the Creativity & Effort category are eligible for Extra Credit beyond stated maximum points for each CE credit.

Greenroads®

CE-1
1-2 POINTS

EDUCATED TEAM

GOAL

Reward educated and integrated Project Teams.

INSTRUCTIONS

1. Prepare a list of the team members and classify their respective organizations.
2. Assign each party listed one of the three following roles: Owner Team, Design Team, or Construction Team. No party (organization or individual) can be represented on both the Design Team and Construction Team. Report if the Owner Team is the responsible party for design and/or construction or if they are externally contracted organizations.
3. Identify any accredited Greenroads Sustainable Transportation Professional (STP) with an actively involved role on the Project. To earn points for the Project Team, the STP must be:

    a. In good standing (no lapsed credential): greenroads.org/stpdirectory
    b. A Team Member of the Project with a valid email address.
    c. The responsible party for preparing, documenting and uploading at least 1 Credit (excluding Extra Credits).

Project **Champion (1 point)**
Demonstrate that the Project Team has at least 1 STP actively involved.

OR

Integrated Team (2 points)
Demonstrate that Project Team has multiple STPs actively involved and each Team role is represented by at least 1 STP: Owner Team, Design Team, or Construction Team. A minimum of 3 STPs is required except as follows:

- If design or construction work is completed internally by the Project Owner (e.g. "in house"), the Project Owner STP may represent the Design Team, or the Construction Team. At least 2 STPs must participate.
- If both design and construction is completed internally by the Project Owner (e.g. "in house") the Project Owner must have at least 2 STPs that have distinctly different design and construction roles responsibilities. At least 2 STPs must participate.

Greenroads®

CE-2
1-5 POINTS

INNOVATIVE IDEAS

GOAL

Reward development of new and innovative ideas for design and construction on the Project.

INSTRUCTIONS

Up to 5 points may be earned in any combination of the following approaches.

Alternative Path (Points TBD from 1-5)
Propose an alternative path for an existing Core Credit.

1. The Project Team shall identify an activity that is not currently covered by Greenroads credits, but generally appears to meet one of the stated goals of an existing Greenroads credit.
2. The Project Team shall write the language for the new path, a list of requirements for the new path, appropriate documentation to submit and identify the number of points that such an activity may be worth according to the weighting approach used for Greenroads credits.
3. The Project Team shall implement the proposed new practice on the Project and monitor its performance and provide the documentation for review.

AND/OR

Local Policy Review (2 points)
Review local policy for sustainability alignment, barriers and new ideas.

1. Identify and analyze local standards and policies compared to Instructions for all Project Requirements and all Voluntary Credits (exclude Creativity & Effort credits).
2. Prepare a credit-by-credit report with the following information:

    a. List the names and a short description of local regulations that apply to transportation projects and associated infrastructure.
    b. Determine if there is a similar standard or reference that is noted in existing Greenroads credits.
    c. Demonstrate if the local regulation is less stringent, more stringent, or equivalent to the similar standard or referenced regulation in Greenroads. If the local regulation is determined to be less stringent, identify the specific policy gaps.
    d. Identify any environmental, social, economic or technological barriers that exist locally.

AND/OR

New Credit Idea (Points TBD from 1-5)
Submit an innovative activity or practice for credit.

1. The Project Team shall identify an activity that is not currently covered by Greenroads credits.

Greenroads®

CE-2
1-5 POINTS

2. The Project Team shall write a new credit. This involves preparing a clear goal statement, list of requirements to meet that goal, and appropriate documentation of the requirements and expected credit value.
3. The Project Team shall allocate adequate funding to support the research necessary to complete a formal academic literature review. A partnership with a collegiate level academic institution is recommended. Vetting includes review by the Greenroads Technical Committee as well as industry testing against projects.
4. The Project Team shall implement the proposed new practice on the Project and monitor its performance.

Greenroads®

CE-3
1-5 POINTS

ENHANCED PERFORMANCE

GOAL

Reward performance achievements on Projects that go above and beyond credit requirements.

INSTRUCTIONS

Up to 5 points may be earned in any combination of the following approaches:

Incremental Improvements (Up to 5 points)
Exceed the maximum listed performance increment of any eligible credit that awards points based on percentage increments by at least one whole logical increment.

- 1 point per increment is earned.
- A maximum of 5 points extra points on any 1 credit may be earned.

AND/OR

Extra Credit (Up to 5 points)
For eligible credits with multiple paths of achievement, additional points may be earned for multiple paths beyond the maximum points allotted for that credit.

- Extra credit points are allocated according to the value of the stated alternative path pursued.
- A maximum of 5 points on any 1 credit may be earned.

AND/OR

Exceeded Expectations (Up to 5 points)
Implement practices that are not required or are otherwise exempt from regulatory compliance or other policy requirements, excluding Project Requirements. Lack of a regulatory body, lack of clear regulations or specific policies, or lack of enforcement thereof means this approach shall not apply. Prepare a narrative identifying:

1. The stated regulation or policy from which the Project is exempt.
2. The regulatory body that establishes relevant regulations and policies for the Project activity(ies), and the enforcement body if different, that enforces the regulations and policies and
3. The rate of enforcement of the regulation and policy and typical ways it is enforced (e.g. fines).
4. Evidence showing the project is exempt, but completed the activity anyway.

- 1 point may be earned for exceeding local expectations per 1 Core Credit.
- A list reporting the credit name(s), total incremental improvement(s) achieved. and expected number of points earned.
- Provide the additional documents for the desired alternative path as stated by the credit.
- Provide a narrative documenting each credit activity completed despite not being required to do so.

Greenroads®

CE-4
1-3 POINTS

LOCAL VALUES

GOAL

Reward Projects that support policy, strategic goals, and local values.

INSTRUCTIONS

Hold and keep records of a meeting or eco-charrette consisting of at least one representative of the Project Owner, Design Team, and Construction Team, and any other key stakeholders and record attendance. Describe the decision-making process used to achieve this credit according to one of the two approaches below:

Strategic Alignment (Up to 3 points)
Where a formal strategy or set of commitments exists:

1. Identify and list the strategic goals and commitments of the Project.
2. Prioritize the goals and commitments and select up to 3 as top priorities.
3. Identify and list up to 3 Greenroads credits or other unlisted sustainable practices that were pursued and implemented by the Project Team during or on the Project that align with or contribute to achievement of the prioritized goals.
4. Assign additional value, up to 3 points total distributed in any combination, based on the Project Team's perceived weight of strategic priorities and other project commitments.

OR

Project Highlights (Up to 3 points)
Where no formal strategy or set of commitments exists:

1. Identify and list up to 3 Greenroads credits or other unlisted sustainable practices that were pursued and implemented by the Project Team during or on the Project that highlight the Project Team's opinion of its best foot forward for sustainability, what work was done exceptionally well, challenges overcome, etc.
2. Assign additional value, up to 3 points total distributed in any combination among the selected credits or practices, based on the Project Team's perceived value of the highlighted practices.

MY NOTES

AND ERRATA

MY NOTES

AND ERRATA

MY NOTES

AND ERRATA

MY NOTES

AND ERRATA

Greenroads® INTERNATIONAL

Keep up with the latest Rating System news at:

greenroads.org/subscribe

ITB 12309-296
Construction Management at Risk (CMAR) Services for the Breakers Avenue Project

ADDENDUM NUMBER 1

DATE 7/15/2019

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on the Construction Bid Certification. **All changes are in bold, red italics.**

1. **ADD:** The following submittal requirement is added to Section IV – Submittal Requirements, under Technical Approach, A) Overall approach and methodology:

Community Outreach Plan:
Proposers must submit a Community Outreach Plan at a minimum to include- A) Coordination with the City's Public information and the City's Project Manager to confirm communication content; B) Pre-construction phase community outreach (open house, construction notification, door-to door construction notification); 3) Construction phase community outreach (periodic construction updates via email or meetings, dedicated help-line with issues and resolution log).

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Senior Procurement Specialist

Company Name: _____
(please print)
Bidder's Signature: _____

Date: _____

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB 12309-296
Construction Management at Risk (CMAR) Services for the Breakers Avenue Project

ADDENDUM NUMBER 2

DATE 7/16/2019

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on the Construction Bid Certification. **All changes are in bold, red italics.**

1. **ADD:** The 15% engineering drawing is added to exhibits for reference. Please note that Undergrounding overhead utilities and upgrades to the sewer and water utilities are not included in the attached drawing. The utilities scope will be designed at the next engineering design phase.

2. **ADD:** The following is added to Section IV- Submittal Requirements, under Technical Approach, C) Firm's Project Team/Technical Support :

Submit a ~~completed~~ "Project Team" ~~form (attached~~) list to include names of proposed team member/sub-consultant.

- **Construction Manager,** who will oversee the City's Contract and the City's point of contact.
- **Project Manager,** who will be the responsible for the construction oversight, step-in as the City's point, manager communication outreach and acquire all necessary construction permits.
- **Superintendent,** who will perform everyday safety and construction oversight. Track quantities and request inspection services, as necessary.
- **Constructability and Value-Engineering Reviewer** who will work with the City and City's consultants through 30%, 60% and 90% design.

Construction inspection services will be provided by the City's Consultants and not part of this solicitation.

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Bid 12309 - 296
City of Fort Lauderdale
p. 169

DRAWING INDEX

NO.	DESCRIPTION	REVISION
01	KEY SHEET	
02	TYPICAL SECTION	
03-08	ROADWAY PLANS	

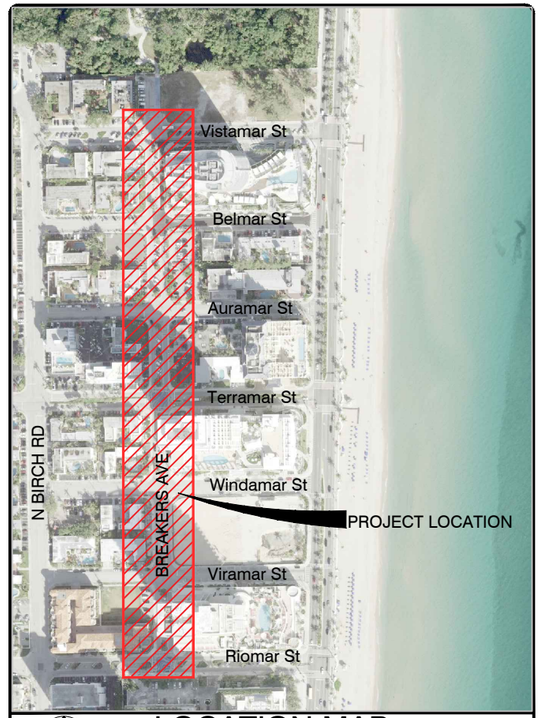
CITY OF FORT LAUDERDALE

PROJECT #12435
BREAKERS AVENUE CONCEPT DESIGN

BREAKERS AVE FROM RIOMAR ST TO VISTAMAR ST
FORT LAUDERDALE, FLORIDA

PREPARED BY

T·Y·LIN INTERNATIONAL
500 WEST CYPRESS CREEK ROAD • SUITE 330
FT. LAUDERDALE, FLORIDA 33309
PHONE: (954) 491-5556 • www.tylin.com



LOCATION MAP
SCALE: N.T.S.

PROJECT #12435
BREAKERS AVENUE CONCEPT DESIGN

BREAKERS AVE FROM RIOMAR ST TO VISTAMAR ST

CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS	MAYOR
HEATHER MORAITIS	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
ROBERT McKINZIE	COMMISSIONER - DISTRICT III
BEN SORENSEN	COMMISSIONER - DISTRICT IV

Betsy Jeffers
TY LIN INTERNATIONAL

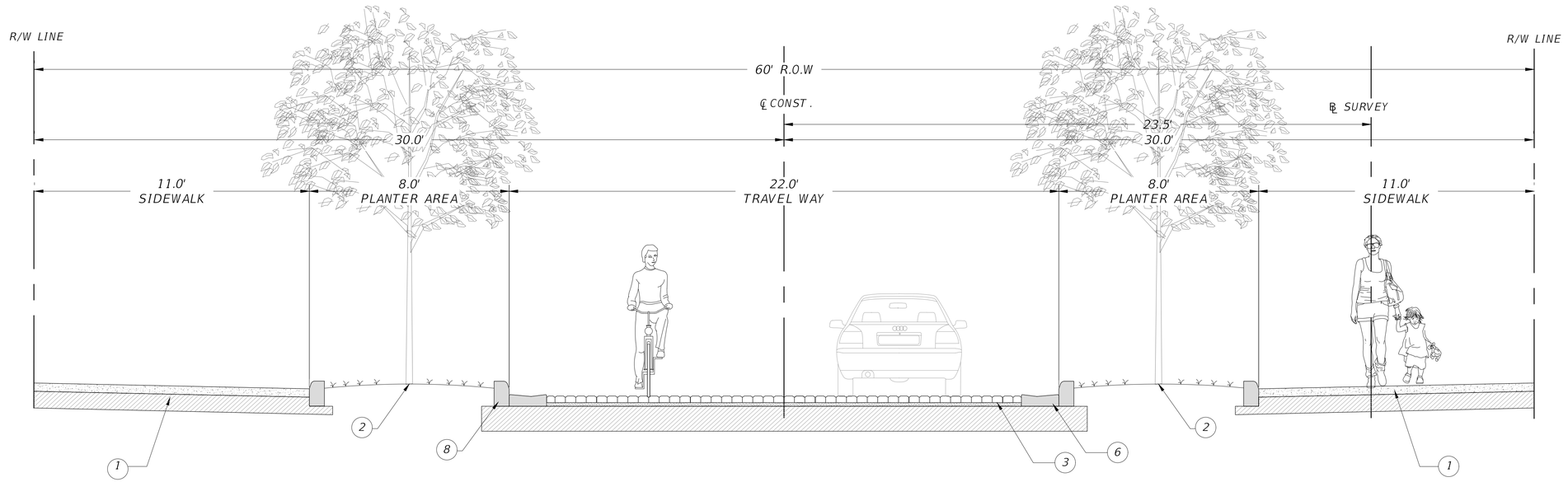
Project Manager
500 W CYPRESS CREEK ROAD
SUITE 330
FORT LAUDERDALE, FL 33309

+1.954.308.3368

DATE: 06/21/2019
CAD FILE: XXXXX-XXX-XXX0000
DRAWING FILE No.: 4-XXX-XX

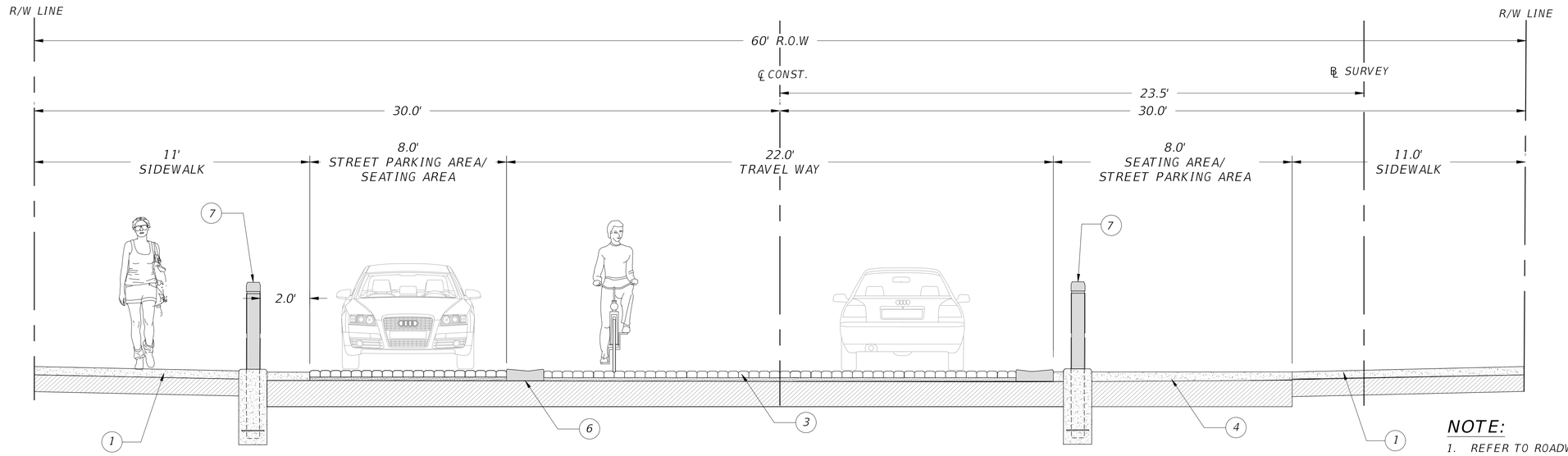
8/20/2019 7:23 AM

Bid 12309 - 295
City of Fort Lauderdale



PROPOSED TYPICAL SECTION (PLANTER AREA)
N.T.S

1. PROPOSED COLORED CONCRETE SIDEWALK
2. PROPOSED PLANTER GREEN AREA.
3. PROPOSED PAVER ROADWAY .
4. PROPOSED PARALLEL PARKING / SEATING AREA.
5. REFER TO LANDSCAPE PLANS AND DETAILS.
6. PROPOSED CURB AND GUTTER TYPE DROP CURB
7. BOLLARDS (SEE ROADWAY PLANS FOR LOCATION AND TYPES).
8. PROPOSED TYPE D CURB



PROPOSED TYPICAL SECTION (PARALLEL PARKING AREA)
N.T.S

NOTE:

1. REFER TO ROADWAY GEOMETRY & PAVING PLANS FOR HARDSCAPE LOCATION.
2. REFER TO HARDSCAPE PLANS AND HARDSCAPE DETAILS FOR MORE INFORMATION

NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER:
BETSY JEFFERS
REG. No. 50475
DATE: #DATE

TEL: 1 954 308.3362
FAX: 1 954 491.6117

DRAWN BY:	DATE:	SCALE:	
M.P.	07/15/2019	1:10	
DESIGNED BY:		CHECKED BY:	
B.J.		A.F.	
FIELD BOOK:			

CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
TYPICAL SECTION
FORT LAUDERDALE, FLORIDA

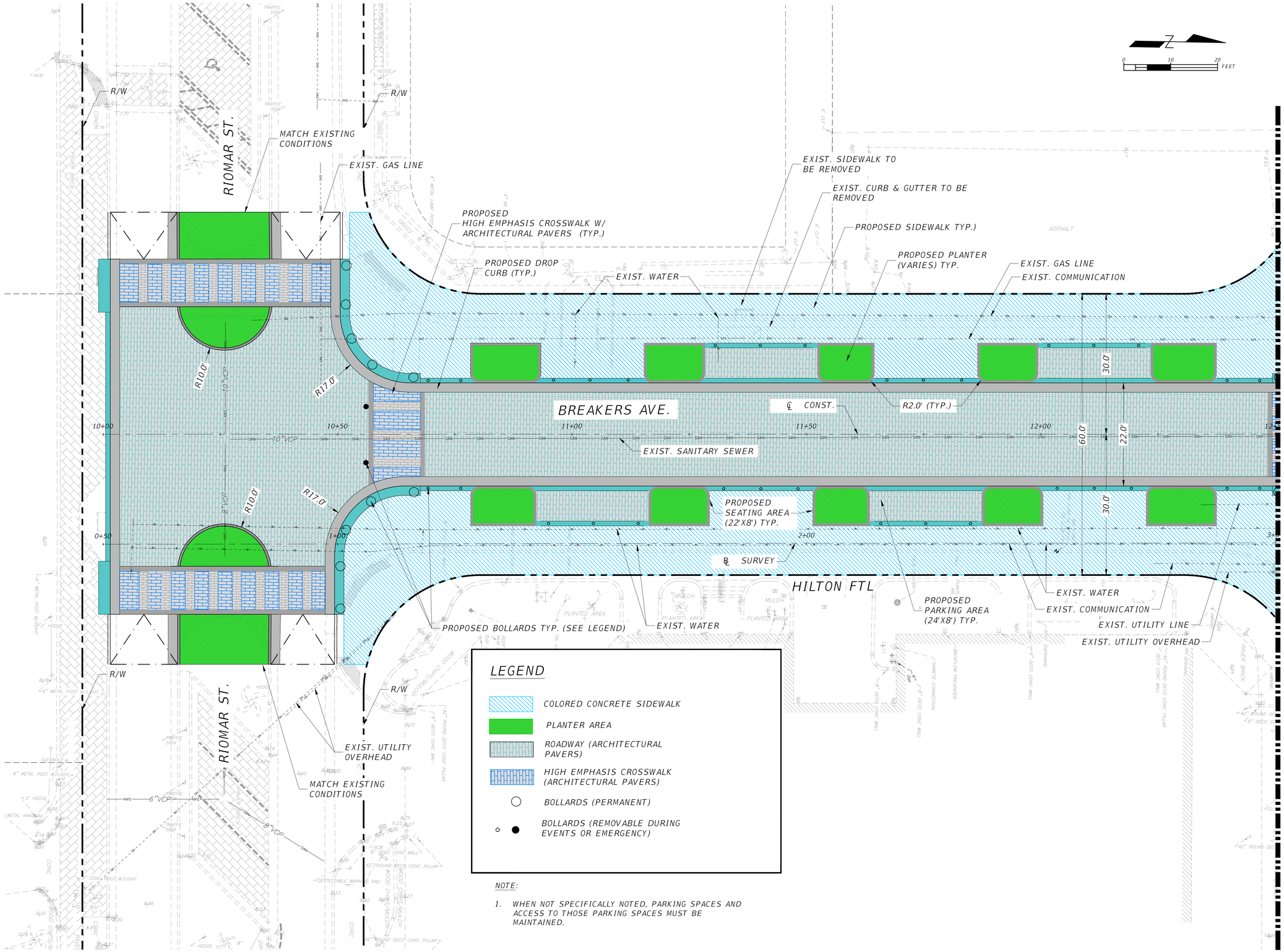
SHEET NO.	OF
02	08

TOTAL: 0

CAD FILE:
TYPICAL SECTION

DRAWING FILE NO.
4—XXX—XX

8/20/2019 7:23 AM



LEGEND

- COLORED CONCRETE SIDEWALK
- PLANTER AREA
- ROADWAY (ARCHITECTURAL PAVERS)
- HIGH EMPHASIS CROSSWALK (ARCHITECTURAL PAVERS)
- BOLLARDS (PERMANENT)
- BOLLARDS (REMOVABLE DURING EVENTS OR EMERGENCY)

NOTE:

1. WHEN NOT SPECIFICALLY NOTED, PARKING SPACES AND ACCESS TO THOSE PARKING SPACES MUST BE MAINTAINED.

NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER:
BETSY JEFFERS
REG. No. 60475
DATE: #DATE

TEL: 1 954 308 3382
FAX: 1 954 491 6117

DRAWN BY: M.P.
DATE: 07/15/2019
DESIGNED BY: B.J.
SCALE: 1:10
CHECKED BY: A.F.
FIELD BOOK:

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
ROADWAY PLANS
FORT LAUDERDALE, FLORIDA

SHEET NO. 03 OF 08
TOTAL: 0
CAD FILE: ROADWAY PLANS
DRAWING FILE NO. 4-XXX-XX

8/20/2019 7:23 AM

Bid 12309 - 295
City of Fort Lauderdale

VIRAMAR ST.

WINDAMAR ST.

MATCHLINE STA 12+50

MATCHLINE STA 15+20

R/W

EXIST. SIDEWALK TO BE REMOVED

EXIST. CURB & GUTTER TO BE REMOVED

PROPOSED BOLLARDS TYP. (SEE LEGEND)

PROPOSED TYPE D CURB (TYP.)

AQUA HOTEL

PROPOSED SIDEWALK (TYP.)

PROPOSED PLANTER (VARIES) TYP.

PROPOSED DROP CURB (TYP.)

2 PARKING SPACES TO BE REMOVED (BY OTHERS)

PROPOSED TACTILE PAVERS @ CORNERS 2' WIDTH (TYP.)

BREAKERS AVE.

℄ CONST.

EXIST. SANITARY SEWER

R17.0'

R2.0' (TYP.)

PROPOSED SEATING AREA (22'X8') TYP.

℄ SURVEY

FOUR SEASONS

PROPOSED PARKING AREAS (24'X8') TYP.

PROPOSED HIGH EMPHASIS CROSSWALK W/ ARCHITECTURAL PAVERS (TYP.)

EXIST. UTILITY LINE

EXIST. WATER

EXIST. COMMUNICATION

EXIST. UTILITY OVERHEAD

EXIST. GAS LINE

PROPOSED BOLLARDS TYP. (SEE LEGEND)

EXIST. STORM SEWER LINE

60.0'

30.0'

22.0'

10 20 FEET

LEGEND

- COLORED CONCRETE SIDEWALK
- PLANTER AREA
- ROADWAY (ARCHITECTURAL PAVERS)
- HIGH EMPHASIS CROSSWALK (ARCHITECTURAL PAVERS)
- BOLLARDS (PERMANENT)
- BOLLARDS (REMOVABLE DURING EVENTS OR EMERGENCY)

NOTE:

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NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER:
BETSY JEFFERS
REG. No. 60475
DATE: #DATE

TEL: 1 954 308 3382
FAX: 1 954 491 6117

DRAWN BY: M.P.
DATE: 07/15/2019
DESIGNED BY: B.J.
SCALE: 1:10
CHECKED BY: A.E.
FIELD BOOK:

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

REVISIONS

NO.	DESCRIPTION	DATE	BY	CHK'D

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
ROADWAY PLANS
FORT LAUDERDALE, FLORIDA

SHEET NO. 04 OF 08

TOTAL: 0

CAD FILE: ROADWAY PLANS

DRAWING FILE NO. 4-XXX-XX

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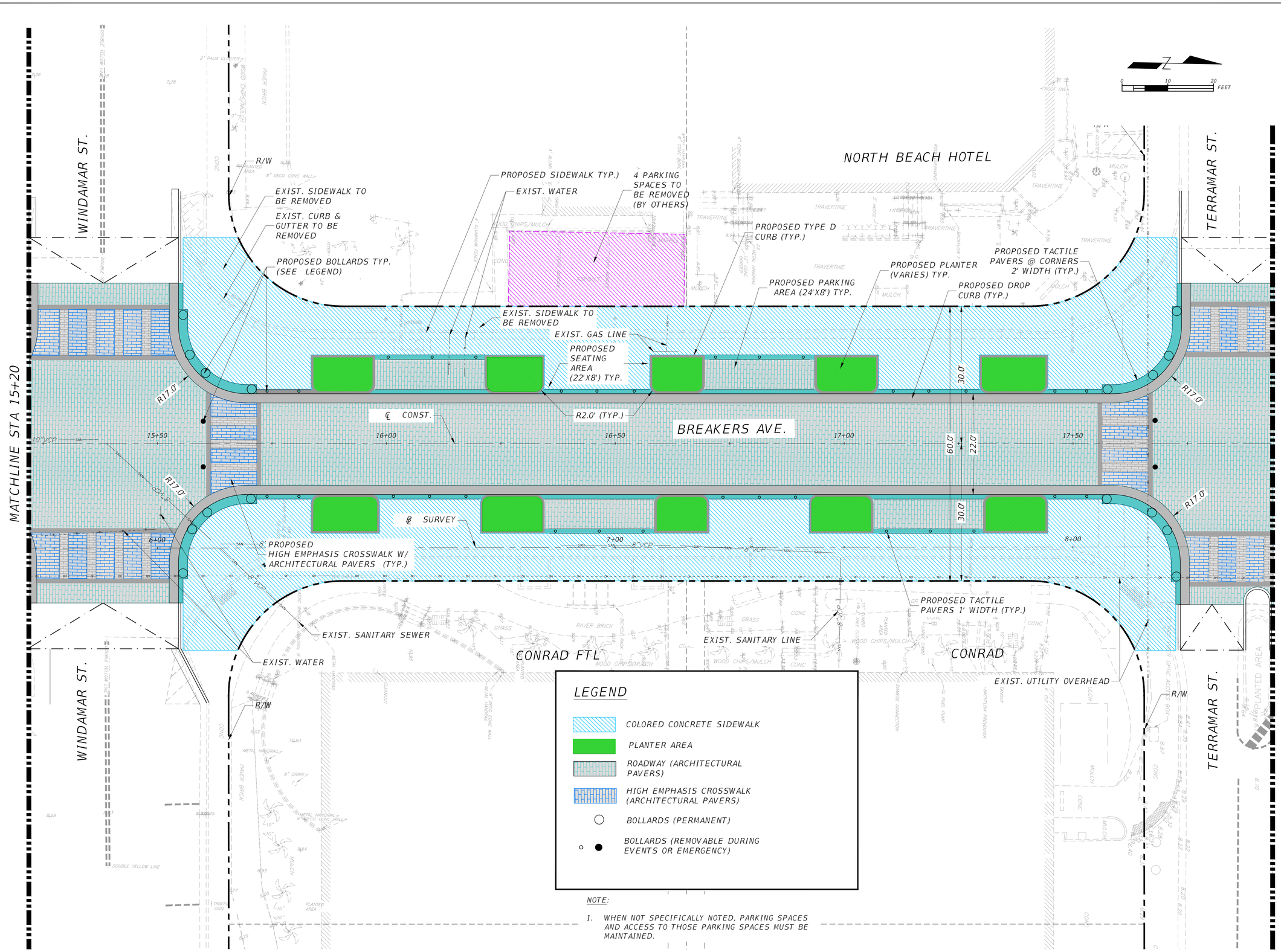
Bid 12309 - 295
City of Fort Lauderdale



NOTE:

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NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER:
BETSY JEFFERS
REG. No. 60475
DATE: #DATE
TEL: 1 954 308 3362
FAX: 1 954 491 6117

DRAWN BY: M.P.
DATE: 07/15/2019
DESIGNED BY: B.J.
SCALE: 1:10
CHECKED BY: A.F.
FIELD BOOK:

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
ROADWAY PLANS
FORT LAUDERDALE, FLORIDA

SHEET NO. 05 OF 08
TOTAL: 0
CAD FILE: ROADWAY PLANS
DRAWING FILE NO. 4-XXX-XX

8/20/2019 7:23 AM

BIRCH TOWER

TERRAMAR ST.

AURAMAR ST.

BREAKERS AVE.

THE ATLANTIC HOTEL

R/W

PROPOSED HIGH EMPHASIS CROSSWALK W/ ARCHITECTURAL PAVERS (TYP.)

7 PARKING SPACES TO BE REMOVED (BY OTHERS)

PROPOSED BOLLARDS TYP. (SEE LEGEND)

PROPOSED SIDEWALK TYP.)

EXIST. SIDEWALK TO BE REMOVED

EXIST. CURB & GUTTER TO BE REMOVED

PROPOSED TACTILE PAVERS @ CORNERS 2' WIDTH (TYP.)

PROPOSED PARKING AREA (24'X8') TYP.

PROPOSED DROP CURB (TYP.)

PROPOSED PLANTER (VARIES) TYP.

PROPOSED SEATING AREA (20'X8') TYP.

R17.0'

R2.0' (TYP.)

℄ CONST.

30.0'

60.0'

22.0'

MATCHLINE STA 17+90

MATCHLINE STA 20+65

18+00 18+50 19+00 19+50 20+00 20+50

9+00 10+00 11+00

℄ SURVEY

PROPOSED TACTILE PAVERS 1' WIDTH (TYP.)

EXIST. UTILITY OVERHEAD

EXIST. UTILITY LINE

PROPOSED TYPE D CURB (TYP.)

EXIST. SANITARY SEWER LINE

LEGEND

- COLORED CONCRETE SIDEWALK
- PLANTER AREA
- ROADWAY (ARCHITECTURAL PAVERS)
- HIGH EMPHASIS CROSSWALK (ARCHITECTURAL PAVERS)
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- BOLLARDS (REMOVABLE DURING EVENTS OR EMERGENCY)

NOTE:

1. WHEN NOT SPECIFICALLY NOTED, PARKING SPACES AND ACCESS TO THOSE PARKING SPACES MUST BE MAINTAINED.

0 10 20 FEET

NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER: BETSY JEFFERS
REG. No. 60475
DATE: #DATE
TEL: 1 954 308 3382
FAX: 1 954 491 6117

DRAWN BY: M.P.
DATE: 07/15/2019
DESIGNED BY: B.J.
SCALE: 1:10
CHECKED BY: A.E.
FIELD BOOK:

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
290 NE 3RD AVE., FORT LAUDERDALE, FL 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
ROADWAY PLANS
FORT LAUDERDALE, FLORIDA

SHEET NO. 06 OF 08

TOTAL: 0

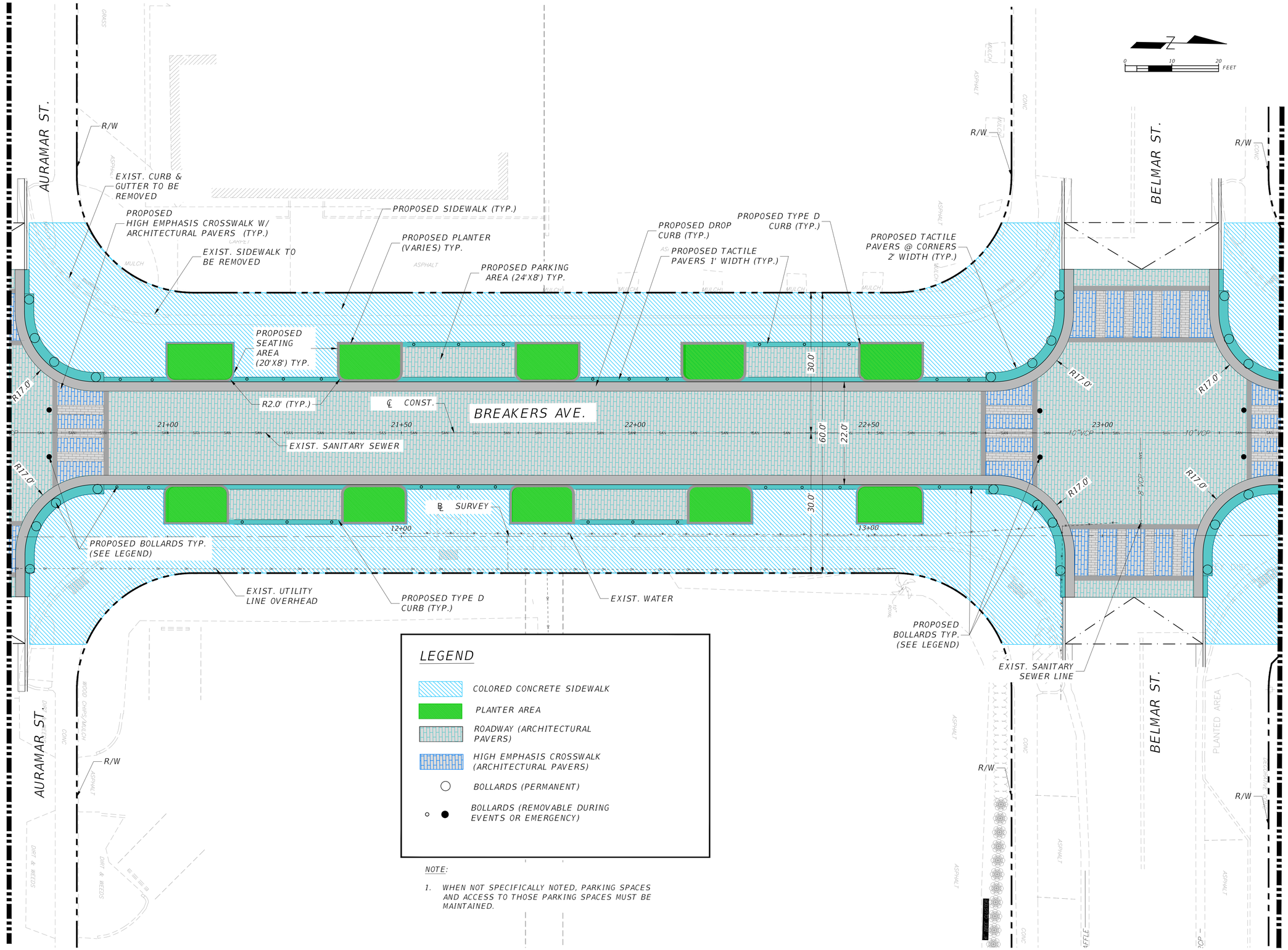
CAD FILE: ROADWAY PLANS

DRAWING FILE NO. 4-XXX-XX

8/20/2019 7:23 AM

City of Fort Lauderdale

Bid 12309 - 295
City of Fort Lauderdale



LEGEND

- COLORED CONCRETE SIDEWALK
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- ROADWAY (ARCHITECTURAL PAVERS)
- HIGH EMPHASIS CROSSWALK (ARCHITECTURAL PAVERS)
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NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER:
BETSY JEFFERS
REG. No. 60475
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TEL: 1 954 308 3382
FAX: 1 954 491 8117

DRAWN BY: M.P.
DATE: 07/15/2019
DESIGNED BY: B.J.
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CHECKED BY: A.E.
FIELD BOOK:

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

REVISIONS

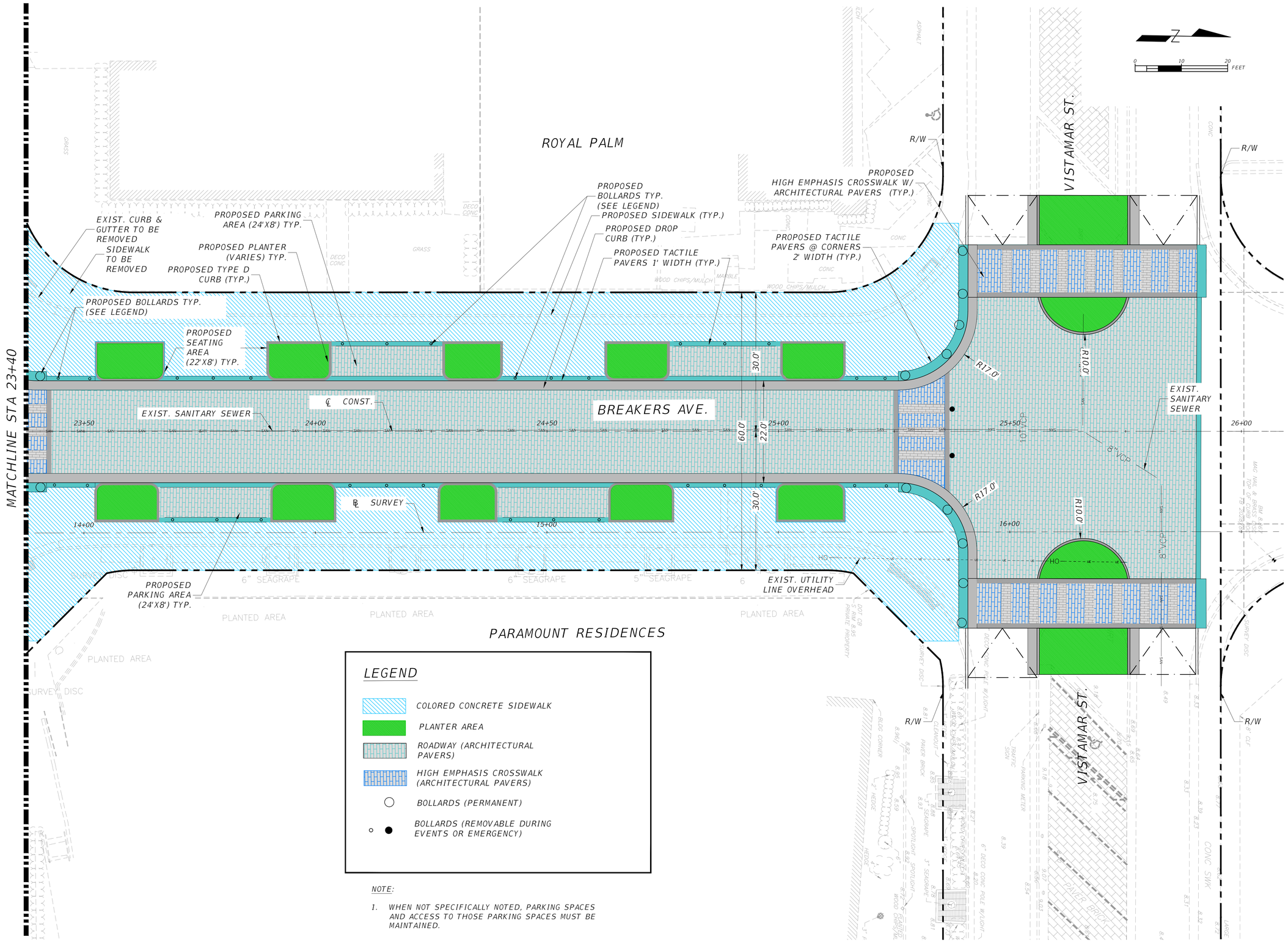
NO.	DESCRIPTION	DATE	BY	CHK'D

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
ROADWAY PLANS
FORT LAUDERDALE, FLORIDA

SHEET NO. 07 OF 08
TOTAL: 0
CAD FILE: ROADWAY PLANS
DRAWING FILE NO. 4-XXX-XX

8/20/2019 7:23 AM

Bid 12309 - 295
City of Fort Lauderdale



NOT FOR CONSTRUCTION OR BID 15% SUBMITTAL

ENGINEER:
BETSY JEFFERS
REG. No. 60475
DATE: #DATE
TEL: 1 954 308 3382
FAX: 1 954 491 6817

DRAWN BY: M.P.
DATE: 07/15/2019
DESIGNED BY: B.J.
SCALE: 1:10
CHECKED BY: A.F.
FIELD BOOK:

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

REVISIONS

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12435
BREAKERS AVENUE CONCEPT DESIGN
FROM RIOMAR ST TO VISTAMAR ST
ROADWAY PLANS
FORT LAUDERDALE, FLORIDA

SHEET NO.	OF
08	08
TOTAL:	0
CAD FILE: ROADWAY PLANS	
DRAWING FILE NO. 4-XXX-XX	

8/20/2019 7:23 AM

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB 12309-296
Construction Management at Risk (CMAR) Services for the Breakers Avenue Project

ADDENDUM NUMBER 3

DATE 8/5/19

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on the Construction Bid Certification. **All changes are in bold, red italics.**

1. The proposal due date has changed to August 12, 2019

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Senior Procurement Specialist

Company Name: _____
(please print)
Bidder's Signature: _____

Date: _____

ITB 12309-296
Construction Management at Risk (CMAR) Services for the Breakers Avenue Project

ADDENDUM NUMBER 4

DATE 8/12/19

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on the Construction Bid Certification. **All changes are in bold, red italics.**

1. The proposal due date has changed to ***August 14, 2019***

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Senior Procurement Specialist

Company Name: _____
(please print)
Bidder's Signature: _____

Date: _____

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
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ITB 12309-296
Construction Management at Risk (CMAR) Services for the Breakers Avenue Project

ADDENDUM NUMBER 5

DATE 8/13/19

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on the Construction Bid Certification. **All changes are in bold, red italics.**

1. Replace the draft Contract with the 2 draft contracts attached

2. The proposal due date has changed to ***August 16, 2019***

All other terms, conditions, and specifications remain unchanged.

James T. Hemphill
Senior Procurement Specialist

Company Name: _____
(please print)
Bidder's Signature: _____

Date: _____

AGREEMENT

Between

City of Fort Lauderdale

and

_____.

for

Construction Management at Risk Phase I Preconstruction Services

for Project

Construction Management at Risk – _____

DRAFT CONTRACT

THIS IS AN AGREEMENT made and entered into this ___ day of _____ 20__, by and between:

City of Fort Lauderdale, a Florida municipality, (hereinafter referred to as "CITY")

and

_____., a _____, corporation authorized to do business in the State of Florida, (or, a Florida Corporation) referred to as "CONSTRUCTION MANAGER."

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 20__ authorized by motion the execution of this Agreement between CONSTRUCTION MANAGER and CITY authorizing the performance of Construction Management at Risk Phase I Preconstruction Services, RFQ No._____ (the "Agreement") ; and

WHEREAS, the CONSTRUCTION MANAGER is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 AGREEMENT: Means this document between the CITY and CONSTRUCTION MANAGER dated _____, 20__ and any duly authorized and executed Amendments to Agreement.

1.2 CHANGE ORDER: A written order to the CONSTRUCTION MANAGER approved by the CITY authorizing a revision to this agreement between the CITY and the CONSTRUCTION MANAGER that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement. The CONSTRUCTION MANAGER may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

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1.3 CITY: The City of Fort Lauderdale, a Florida municipality.

1.4 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.

1.5 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.

1.6 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project proposed by the CONSTRUCTION MANAGER.

1.7 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed. CONSTRUCTION MANAGER will attempt to submit a GMP Proposal within this limit and may suggest lower cost options to achieve this goal.

1.8 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.9 CONSTRUCTION MANAGER (Firm Name)_____. which has been selected by the CITY to perform pre-construction services pursuant to this Agreement.

1.10 CONSULTANT: The Architect(s) or engineer(s) who has/have contracted with the CITY to provide professional services to prepare the Plans and Specifications for this Project.

1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the CITY, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.12 GUARANTEED MAXIMUM PRICE (GMP) CONSTRUCTION CONTRACT: The maximum amount CITY is obligated to pay Contractor for the complete performance of the Work and construction of the Project, which amount shall include, but is not limited to, all profit, overhead, on-site and off-site conditions (known and unknown), and administrative costs. The GMP is made up of the sum of the following Contract Price Elements:

A. Pre-Construction Services Cost
B. Direct Construction Cost
C. General Conditions Cost
D. Fixed Fee
E. Owner's Allowance Account
F. Construction Contingency

1.13 GUARANTEED MAXIMUM PRICE PROPOSAL: A final guaranteed GMP proposed

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prepared by the CONSTRUCTION MANAGER during the Pre-Construction Phase of the Project, based upon the final detailed Construction Documents of the Project, as a proposal to perform the work as a Construction Manager at Risk during the construction phase.

1.14 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY.

1.15 PRE-CONSTRUCTION PHASE: The phase of the Project where CONSTRUCTION MANAGER provides the pre-construction services described in Exhibit "A" while the CONSULTANT completes the Plans and Specifications.

1.16 PROJECT: An agreed scope of work for accomplishing the specific plan and development of the Project. The services to be provided by the CONSTRUCTION MANAGER shall be as defined in this Agreement for the Pre-Construction Phase. After the submission of CONSTRUCTION MANAGER's GMP Proposal, the CITY may accept the GMP Proposal and award a contract for the Construction Phase in the form of a Construction Management Agreement.

1.17 PROJECT MANAGER: The designee of the Contract Administrator having day-to-day administrative and managerial responsibility for the Project

1.18 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Pre-Construction and Construction Phases of the Project to completion.

1.19 TIME OF COMPLETION: Time in which the entire scope of work shall be completed.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this
Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSTRUCTION MANAGER's statement of qualifications and performance data to ensure that the CONSTRUCTION MANAGER has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSTRUCTION MANAGER to perform services hereunder.

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ARTICLE 3
THE WORK

3.1 The CONSTRUCTION MANAGER shall perform Pre-Construction Management Services as described in Exhibit "A", Scope of Services, attached hereto and incorporated herein. CONSTRUCTION MANAGER shall provide all services set forth in Exhibit A.

3.2 CITY and CONSTRUCTION MANAGER acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSTRUCTION MANAGER to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSTRUCTION MANAGER determines that work should be performed to complete the Project which is in the CONSTRUCTION MANAGER's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSTRUCTION MANAGER shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. If CONSTRUCTION MANAGER proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSTRUCTION MANAGER outside the originally anticipated level of effort without prior written CITY approval is at CONSTRUCTION MANAGER's sole risk.

3.3 CITY and CONSTRUCTION MANAGER acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSTRUCTION MANAGER may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSTRUCTION MANAGER cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4
GENERAL PROVISIONS

4.1 Generally. CONSTRUCTION MANAGER shall perform and provide the Services and the Work required by, or reasonably implied by or inferable from, the Contract Documents, and shall pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by the Contract Documents. In performing its duties hereunder, CONSTRUCTION MANAGER shall owe a duty of care consistent with its role as a CONSTRUCTION MANAGER while performing preconstruction services.

4.2 Standard of Care. CONSTRUCTION MANAGER shall perform the Work at a level, and be judged by a standard of care that is consistent with the standards and quality prevailing among first-rate, nationally recognized construction management

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and general contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity. CONSTRUCTION MANAGER shall carry out and complete the Work in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of CITY, and in strict accordance with the Contract Documents.

4.3 CONSTRUCTION MANAGER shall include CITY's specific project number as part of the heading on all correspondence, invoices and the GMP Proposal. All correspondence shall be directed specifically to the Contract Administrator.

4.4 Communications in Writing. All communications relating to the Project between CONSTRUCTION MANAGER and the CITY shall be in writing, or as applicable, shall be confirmed in writing.

4.5 Duty to Correct. CONSTRUCTION MANAGER shall promptly correct any errors, omissions, deficiencies or conflicts in its Work, as defined in Article 3, at its own cost and without additional compensation or reimbursement, and CONSTRUCTION MANAGER shall not be compensated or reimbursed for performing any services necessitated by its failure to perform in strict accordance with the Contract Documents.

4.6 Standards and Codes. Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes, or between any referenced standards and codes, which are later revised during the course of construction, the Owner will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction, and is not evidence that the Work has been completed in accordance with the Contract Documents.

ARTICLE 5
PRIORITY OF PROVISIONS

5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSTRUCTION MANAGER. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Specific written direction from the City Manager (or designee)

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Second priority: Approved Change Orders, Addendums or Amendments to all related documents.
Third priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT
Fourth priority: This AGREEMENT
Fifth priority: City of Fort Lauderdale Request for Qualifications _____
Sixth priority: CONSTRUCTION MANAGER'S response to City of Fort Lauderdale Request for Qualifications _____.

5.2 Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

6.1 CONSTRUCTION MANAGER shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon Project schedule, developed before commencement of work and made a part of this Agreement. The Project schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.

6.2 Prior to beginning the performance of any services under this Agreement, CONSTRUCTION MANAGER must receive a Notice to Proceed and a purchase order. CONSTRUCTION MANAGER must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSTUCTION MANAGER to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSTRUCTION MANAGER to submit itemized deliverables for the Contract Administrator's review.

6.3 In the event CONSTRUCTION MANAGER is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, or for the untimely delivery of updated preliminary or final Plans and Specifications by CONSULTANT, and such delays are not the fault of CONSTRUCTION MANAGER, or because of delays which were caused by factors outside the control of CONSTRUCTION MANAGER, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the

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responsibility of the CONSTRUCTION MANAGER to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

6.4 The time for the performance of services described in Exhibit "A," Scope of Services and supplemental Change Orders shall be negotiated by the CITY and the CONSTRUCTION MANAGER as the services are requested and authorized by the CITY.

6.5 The Term of this Agreement shall be limited to the time required to complete the Basic Services of the Project and any approved Change Orders for additional services.

6.6 At or before the completion date for this contract, CONSTRUCTION MANAGER, following completion of cost estimating, value engineering, and other services (as set forth in subsequent sections of this Agreement and Exhibit "A" – Scope of Services) will tender to the CITY a written Guaranteed Maximum Price (GMP) for final completion of this Project. Construction Manager represents that the GMP embodies the total cost for a complete and functioning Project.
The CITY, by and through the Contract Administrator, Project Manager, and/or other CITY personnel, will have the opportunity to negotiate the amount of the GMP with the CONSTRUCTION MANAGER. In the event a GMP, which is satisfactory to CITY personnel, in their reasonable discretion, is not agreed upon in writing, the CITY reserves the right to terminate this Contract for convenience and the CONSTRUCTION MANAGER will immediately tender all documents, in accordance with applicable provisions of this agreement. The CONSTRUCTION MANAGER shall have no recourse from this termination and the CITY shall take such documents, as defined, in 11.1 herein. Conditions precedent to a Phase II contract for this Poject are the satisfactory completion of Phase I and an agreed upon GMP. If a GMP is agreed to by the CONSTRUCTION MANAGER and CITY, a separate (Construction) agreement will be submitted to City Commission for approval.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not to Exceed Amount of **_____(WRITTEN)** ($ _____),. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursables; and profit, or as required by individual Task Order.

-OR-

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Lump Sum

CITY agrees to pay CONSTRUCTION MANAGER as compensation for performance of pre-construction services specified in Exhibit "A" and required under the terms of this Agreement, a Lump Sum Amount of $_____, and to reimburse CONSTRUCTION MANAGER for Reimbursables as described in Section 7.2, an amount of $_____, for a total Lump Sum Amount of $_____. It is agreed that the method of compensation is that of Lump Sum which means that CONSTRUCTION MANAGER shall perform all services set forth in Exhibit "A", and in this Agreement, for total compensation in the amount stated above. The schedule of payments due to CONSTRUCTION MANAGER for pre-construction management services is set forth in Exhibit "B".

A lump sum proposal shall be accompanied by the CONSTRUCTION MANAGER's calculations detailing the direct labor cost by categories of employees, work hours, and hourly rates; overhead; direct non-salary expenses; and profit, or as required by approved Change Orders.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, in the total Not-to-Exceed amount of $_____. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSTRUCTION MANAGER and the CONSTRUCTION MANAGER'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSTRUCTION MANAGER shall be compensated for Reimbursables associated with a particular Change Order for any additional services only

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up to the amount allocated for such Change Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Change Order previously billed, exceeds the amount allocated for such Change Order shall be the responsibility of the CONSTRUCTION MANAGER unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSTRUCTION MANAGER, its staff and sub consultants as well as communication expenses, long distance telephone, courier and express mail between CONSTRUCTION MANAGER's and sub consultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSTRUCTION MANAGER. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSTRUCTION MANAGER, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSTRUCTION MANAGER's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Outside Consultant (if needed) approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Accounting / Misc. Accounting Charges

7.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by CONSTRUCTION MANAGER that the dollar limitation set forth in each Change Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSTRUCTION MANAGER for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSTRUCTION MANAGER's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSTRUCTION MANAGER to incur expenses not contemplated in the amount for Reimbursables, CONSTRUCTION MANAGER shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and

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approved by CITY prior to incurring such expenses.

7.3 METHOD OF BILLING

Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings of each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, Salary Costs and expense costs on a task basis, so that total hours and costs by task may be determined. CONSULTANT shall provide CITY with the percent complete of the Phase or Phase element or Task Order. CITY will review the percent complete of the authorized lump sum elements for reasonableness and approve payment consistent with the level of progress toward the defined lump sum scope element.

- OR -

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit ”A” Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT’s cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

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7.4.1 CITY shall pay CONSTRUCTION MANAGER in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 CITY will review CONSTRUCTION MANAGER's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSTRUCTION MANAGER within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSTRUCTION MANAGER to CITY.

7.4.3 Payments shall be made by CITY to CONSTRUCTION MANAGER using a CITY P-Card (MasterCard or Visa credit card).

7.5 COST SAVINGS

Upon final completion of the project the CITY and the CONSTRUCTION MANAGER shall share 50% / 50% in cost savings. Cost savings shall be defined as the difference between the GMP (including authorized amendments) and the final invoice amount. The CONSTRUCTION MANAGER's 50% share in the cost savings shall be capped at a maximum of 3% of the total GMP (including authorized amendments).

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSTRUCTION MANAGER.

8.2 CITY or CONSTRUCTION MANAGER may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Change Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Change Order including the initiation of any additional services. CITY shall compensate CONSTRUCTION MANAGER for such additional services as provided in Article 7.

8.3 In the event a dispute between the Contract Administrator and CONSTRUCTION MANAGER arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSTRUCTION MANAGER, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under $100,000 per project. In the event of a dispute in an amount over $100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just

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and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSTRUCTION MANAGER shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSTRUCTION MANAGER shall promptly perform the disputed services.

ARTICLE 9
CONSTRUCTION MANAGER'S RESPONSIBILITIES

9.1 The CONSTRUCTION MANAGER, following the CITY's approval of the GMP Proposal, shall, when so directed and authorized by the CITY, through the completion of a Construction Agreement, obtain bids and award subcontracts for the construction of the Project, as specified in more detail in a separate Construction Agreement. CONSTRUCTION MANAGER shall review and analyze the bids and shall make a recommendation for any award based on CITY's Purchasing Ordinance.

9.2 Should the GMP Proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSTRUCTION MANAGER, at no additional cost to the CITY, shall meet with the CITY's representatives and work to discuss additional options to reduce costs to bring the GMP Proposal price within the Final Statement of Probable Construction Costs. Should the GMP Proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSTRUCTION MANAGER shall, at the CITY's direction, meet with CITY and its CONSULTANTS to redesign said Project and/or work with the CITY to reduce the costs of the Work to be included within the GMP Proposal to be within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSTRUCTION MANAGER have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSTRUCTION MANAGER provides its GMP Proposal based upon the final Plans and Specifications, the CONSTRUCTION MANAGER shall not be responsible for any redesign without compensation.

9.3 The CONSTRUCTION MANAGER shall provide the CITY with a list of recommended, prospective bidders as discussed more in a Construction Agreement.

9.4 The CONSTRUCTION MANAGER shall attend all pre-bid conferences.

9.5 The CONSTRUCTION MANAGER shall recommend any addenda, through the

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Contract Administrator, as appropriate to clarify, correct, or change bid documents.

9.6 If pre-qualification of bidders is required as set forth in the request for proposal, CONSTRUCTION MANAGER shall develop qualification criteria, review qualifications and recommend acceptance or rejection of the bidders. CONSTRUCTION MANAGER shall evaluate proposals and proposers, and make recommendations regarding any award, and awards shall be subject to approval by the CITY.

9.7 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

9.8 Construction Manager has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

9.9 The Construction Manager shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

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ARTICLE 10
CITY'S RESPONSIBILITIES

10.1 CITY shall assist CONSTRUCTION MANAGER by placing at CONSTRUCTION MANAGER's disposal all information CITY has available pertinent to the Project including all updated Plans and Specifications prepared by the CONSULTANTS,

test reports obtained by the CITY related to the Project, and previous reports and any other data relative to design or construction of the Project in CITY's possession.

10.2 CITY shall arrange for access to, and make all provisions for, CONSTRUCTION MANAGER to enter upon public and private property as required for CONSTRUCTION MANAGER to perform its services.

10.3 CITY shall review the itemized deliverables/documents identified per Agreement, Scope of Services, and any approved Change Orders.

10.4 CITY shall give prompt written notice to CONSTRUCTION MANAGER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSTRUCTION MANAGER's services or any defect in the work of the Contractor.

10.5 The CITY shall make decisions on all claims regard**ing interpretation of the** Construction Documents, and on all other matters relating to the execution and progress of the work.

10.6 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose.

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement related to the Project are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSTRUCTION MANAGER of liability or legal exposure for errors or negligent acts made on the part of the CONSTRUCTION MANAGER in connection with the proper use of documents prepared under this Agreement. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 SUSPENSION

Owner may, at its sole option, suspend, at any time, the performance of all or any portion of Work to be performed under the Contract. Owner will notify Construction Manager of such decision, in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be

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committed to the Work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

11.2.1 Upon receipt of any such written notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue work on the date and to the extent specified in the notice;

2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;

3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;

4. continue to protect and maintain the Work including those portions on which work has been suspended, and

5. take any other reasonable steps to minimize costs associated with such suspension.

11.2.2 In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge to be paid to Construction Manager during the period of suspension of work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;

2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;

3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and

4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is

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increased or decreased, an equitable adjustment will be made in the GMP.

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11.2.3 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula, or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

11.3 DECLARATION OF DEFAULT

The failure of the Construction Manager a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in material default, and that sufficient cause exists to terminate the Contract for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made by the Owner, the Construction Manager and its Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from Owner detailing the default, within which the Construction Manager and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and its Surety, in writing, that the default has been corrected, and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner, without further notice to Construction Manager or its Surety, may immediately terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its Surety.

11.4 TERMINATION

11.4.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSTRUCTION MANAGER (1) violates any provisions of this

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Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely manner upon written notice to the CONSTRUCTION MANAGER. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSTRUCTION MANAGER shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSTRUCTION MANAGER shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSTRUCTION MANAGER abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSTRUCTION MANAGER shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, maps, models, photographs and reports prepared by CONSTRUCTION MANAGER shall become the property of CITY and shall be delivered by CONSTRUCTION MANAGER to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSTRUCTION MANAGER, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

11.4.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.4.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSTRUCTION MANAGER shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSTRUCTION MANAGER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

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11.4.5 Termination by Consultant. CONSTRUCTION MANAGER shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSTRUCTION MANAGER shall have no right to terminate this Agreement for its convenience.

11.4.6 Cancellation for Unappropriated Funds The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

11.5 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall comply with public records laws, and CONSULTANT shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps

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and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

11.6 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSTRUCTION MANAGER shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSTRUCTION MANAGER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSTRUCTION MANAGER shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSTRUCTION MANAGER shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSTRUCTION MANAGER shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.7 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in

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the purchase of goods and services. The CONSTRUCTION MANAGER shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSTRUCTION MANAGER will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year. This good faith effort for Minority Participation shall be performed during the Construction Phase of the Project.

11.8 PUBLIC ENTITY CRIMES ACT

CONSTRUCTION MANAGER represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSTRUCTION MANAGER further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSTRUCTION MANAGER has been placed on the convicted vendor list.

11.9 SUBCONSULTANTS

11.9.1 CONSTRUCTION MANAGER may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSTRUCTION MANAGER shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.9.2 CONSTRUCTION MANAGER shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSTRUCTION MANAGER to provide the services for this Project. CONSTRUCTION MANAGER shall obtain written approval of Contract Administrator prior to changing or modifying the list of sub consultants

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submitted by CONSTRUCTION MANAGER.

The list of subconsultants submitted is as follows:

_____
_____
_____

11.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSTRUCTION MANAGER shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSTRUCTION MANAGER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSTRUCTION MANAGER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSTRUCTION MANAGER's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards as referenced in Section 4.2.

11.11 INDEMNIFICATION OF CITY

11.11.1 CONSTRUCTION MANAGER shall defend, counsel being subject to CITY's approval, and indemnify and hold harmless CITY, and CITY's officers and employees from any and all claims, liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, any award of attorneys' fees and any award of litigation costs, in connection with or arising directly or indirectly out of any negligent act or omission by the CONSTRUCTION MANAGER or by any officer, employee, agent, invitee, subcontractor, or sub consultant of the CONSTRUCTION MANAGER. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and CITY's City Attorney, any sums due CONSTRUCTION MANAGER under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.11.2 It is specifically understood and agreed that the consideration inuring to

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the CONSTRUCTION MANAGER for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSTRUCTION MANAGER.

11.11.3 The execution of this Agreement by the CONSTRUCTION MANAGER shall obligate the CONSTRUCTION MANAGER to comply with the foregoing indemnification provision.

11.12 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of $100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSTRUCTION MANAGER expresses its willingness to enter into this Agreement with the knowledge that the CONSTRUCTION MANAGER'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of $100.00 less the amount of all funds actually paid by the CITY to the CONSTRUCTION MANAGER pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSTRUCTION MANAGER agrees that the CITY shall not be liable to the CONSTRUCTION MANAGER for damages in an amount in excess of $100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSTRUCTION MANAGER pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSTRUCTION MANAGER by the CITY under the provisions of this Agreement.

11.13 INSURANCE

11.13.1 CONSTRUCTION MANAGER shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of

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Florida.

A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSTRUCTION MANAGER. Any exclusions or provisions in the insurance maintained by the CONSTRUCTION MANAGER that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

B. The CONSTRUCTION MANAGER shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSTRUCTION MANAGER to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

C. CONSTRUCTION MANAGER shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.13.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	$1,000,000
Project Aggregate	$1,000,000
General Aggregate	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required:
City of Fort Lauderdale included as an Additional Insured

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Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors

11.13.3 BUSINESS AUTOMOBILE LIABILITY

A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit
All Autos used in completing the contract
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required:
Waiver of Subrogation

11.13.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

CONSTRUCTION MANAGER must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

11.13.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim $1,000,000
General Aggregate Limit $2,000,000
Deductible- not to exceed $250,000

11.13.6 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The CONSTRUCTION MANAGER's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the CONSTRUCTION MANAGER that precludes

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coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSTRUCTION MANAGER of its liability and obligation under this section or under any other section of this Agreement.

The CONSTRUCTION MANAGER shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSTRUCTION MANAGER shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.

B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSTRUCTION MANAGER in conjunction with the violation of the terms and conditions of the Agreement.

11.14 REPRESENTATIVE OF CITY AND CONSTRUCTION MANAGER

11.14.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSTRUCTION MANAGER's request, shall advise CONSTRUCTION MANAGER in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.14.2 CONSTRUCTION MANAGER shall inform the Contract Administrator in writing of CONSTRUCTION MANAGER's representative to whom matters involving the conduct of the Project shall be addressed.

11.15 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or

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conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.16 CONSTRUCTION MANAGER'S STAFF

CONSTRUCTION MANAGER will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSTRUCTION MANAGER's employment.

CONSTRUCTION MANAGER will obtain prior written approval of Contract Administrator to change key staff. Such approval will not be unreasonably withheld. CONSTRUCTION MANAGER shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSTRUCTION MANAGER's staff, Contract Administrator shall first meet with CONSTRUCTION MANAGER and provide reasonable justification for said removal.

11.17 INDEPENDENT CONSTRUCTION MANAGER

CONSTRUCTION MANAGER is an independent contractor under this Agreement. In performing its obligations hereunder, CONSTRUCTION MANAGER or its agents shall not be acting and shall not be deemed as acting 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 this Agreement shall be those of CONSTRUCTION MANAGER. Construction Manager represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract.

11.18 THIRD PARTY BENEFICIARIES

Neither CONSTRUCTION MANAGER nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.19 CONFLICTS

Neither CONSTRUCTION MANAGER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSTRUCTION MANAGER's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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CONSTRUCTION MANAGER agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSTRUCTION MANAGER is permitted to utilize subconsultants to perform any services required by this Agreement, CONSTRUCTION MANAGER agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

11.20 CONTINGENCY FEE

CONSTRUCTION MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSTRUCTION MANAGER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSTRUCTION MANAGER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.21 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. Failure by CITY to complain of any act or failure to act of the CONSTRUCTION MANAGER or to declare the CONSTRUCTION MANAGER in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of the CITY, provided however this section shall not alter or amend the notice provisions set forth in the Agreement. Inspection by, payment by or tentative approval or acceptance by the CITY, or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the Work or any part thereof and shall not release CONSTRUCTION MANAGER from any of its obligations hereunder.

11.22 COMPLIANCE WITH LAWS

CONSTRUCTION MANAGER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities,

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and obligations related to this Agreement.

If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known at the time of signing this Contract which become effective and which are known to Construction Manager as a licensed general contractor regarding the performance and conduct of the Work, and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner, in writing, and submit detailed documentation of such affect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made, subject to the provisions elsewhere set forth in these Contract Documents.

Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency that are caused by Construction Manager's failure to comply with the terms of this Contract.

11.23 ENTIRE AGREEMENT; SEVERABILITY; AMENDMENTS

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with this Agreement. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

11.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSTRUCTION MANAGER and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

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11.25 GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. BY ENTERING INTO THIS AGREEMENT, CONSTRUCTION MANAGER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND THE PROJECT. CONSTRUCTION MANAGER SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

11.26 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.27 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: City Engineer
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5772

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

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City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone : (954) 828-5037

CONSULTANT: _____
_____
_____
_____

11.29 ATTORNEY FEES

If CITY or CONSTRUCTION MANAGER incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30 PERMITS, LICENSES AND TAXES

CONSTRUCTION MANAGER shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. Construction Manager shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The cost of any such permits, licenses and applicable fees, etc. shall be included within the GMP Proposal. CONSTRUCTION MANAGER is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSTRUCTION MANAGER shall be responsible for complying with all state tax requirements. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

11.31 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSTRUCTION MANAGER's compensation under this Agreement is based upon representations supplied to CITY by CONSTRUCTION MANAGER, and CONSTRUCTION MANAGER certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete and current at the time of contracting. CITY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

11.32 EVALUATION

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The CITY maintains the right to periodically review the performance of the CONSTRUCTION MANAGER. This review will take into account the timely execution of the work, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSTRUCTION MANAGER to maintain MBE/WBE participation on this CITY Project. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSTRUCTION MANAGER to address and/or remedy such deficiencies.

11.33 STATUTORY COMPLIANCE

CONSTRUCTION MANAGER shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSTRUCTION MANAGER under this Agreement or over any aspect or phase of the Project.

11.34 REGULATORY AUTHORITY

In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to CITY's authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Agreement.

11.35 SCRUTINIZED COMPANIES

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or

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Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

11.36 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.37 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSTRUCTION MANAGER that are related to this Project. CONSTRUCTION MANAGER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSTRUCTION MANAGER shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSTRUCTION MANAGER's records, CONSTRUCTION MANAGER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSTRUCTION MANAGER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSTRUCTION MANAGER shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to

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the CITY, all public records in possession of the CONSTRUCTION MANAGER upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the City as provided herein.

11.39 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF FORT LAUDERDALE, a Florida municipality

By _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

Approved as to form:

_____
RHONDA MONTOYA HASAN
Assistant City Attorney

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CONSTRUCTION MANAGER:

WITNESSES:

_____., a _____ corporation authorized to transact business in Florida (Or a Florida Corporation)

_____

By_____
_____, President

_____
Print Name

_____

ATTEST:

_____
(Witness print name)

By_____
_____, Secretary

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____as _____ of _____
Print Name Title
_____., a _____ corporation authorized to transact business in Florida.

SEAL

_____
Notary Public, State of _____

_____
Name of Notary Typed, Printed or Stamped

☐ Personally Known or ☐ Produced Identification:

Type of Identification Produced _____

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EXHIBIT "A"

SCOPE OF SERVICES

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EXHIBIT “B”

COST BREAKDOWN

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CONSTRUCTION MANAGER-AT-RISK CONTRACT

This Agreement made and entered into this _____day of _____, 2017 between the City of Fort Lauderdale, a Florida municipal corporation ("City"), and _____, a _____Corporation ("Construction Manager"), authorized to do business in the state of Florida, whose offices are located at _____

WHEREAS, the City desires to retain a construction manager for the Project as expressed in its RFQ #_____, dated _____; and,

WHEREAS, the City Commission approved the final ranking and authorized negotiations with the Construction Manager on _____ (CAM #_____); and

WHEREAS, the Construction Manager has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Construction Manager, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1 - PROJECT TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between itself and the City by this Agreement. The Construction Manager covenants with the City to furnish the skill and judgment reflected in its RFQ proposal submission and to cooperate with the Architect-Engineer in furthering the interests of the City. The Construction Manager agrees to furnish efficient business administration and superintendence and shall use its best efforts to complete the Project in compliance with the Contract Documents and in the most expeditious and economical manner consistent with the interest of the City and in full accordance with applicable laws.

Construction Manager understands and agrees that a material inducement for the City entering into this Agreement, following a competitive award process authorized under Florida law, was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of the (Project)_____, which is _____Describe (Summarize) Project._____ Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Agreement, and that even a minor breach of its terms may have a substantial, adverse impact upon the City, adjacent merchants, and the seasonal nature of City of Fort Lauderdale's economy, including the lifestyles of its residents and visitors. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design intent have been included in the Guaranteed Maximum Price ("GMP") for the Project.

1.1 **The Project Team**. The Project Team shall work jointly during design and through Final Acceptance and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership on all matters relating to design of the Project, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Project Team on all matters relating to construction.

1.2 **Intent.** The intent of the Contract Documents is to require all items and services necessary for the proper execution and completion of the Work, as necessary to provide the City with a fully functional and functioning Project within the scope and intent of the Contract Documents and within the Guaranteed Maximum Price and the Project Schedule, including any and all such necessary items and services consistent with, contemplated by, and reasonably inferable from the Contract Documents, whether or not such items and services are specifically mentioned therein. The City and the Construction Manager have negotiated a Pre-Construction Phase Fee for the Pre-Construction Phase Services for the Project, as well

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as additional terms and conditions relating to the Project. The City may at a later date issue one or more Notices to Proceed for the Construction Phase for the Project to be covered under the scope of this Agreement, if the City Commission, at its sole and absolute discretion, accepts the Construction Manager's proposed GMP. The GMP shall set forth the General Conditions Fee and the Construction Overhead and Profit Fee, as well as any other terms and conditions specific to the Project. The Construction Manager shall not commence any Work until authorized in writing by the City. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents. The Construction Manager shall be responsible for the performance of all duties called for by this Agreement with regard to the Project. The services under this Agreement shall be completed when the Construction Manager fully and completely satisfies the requirements of the Contract Documents.

1.3 **Extent of Agreement.** This Contract Documents which comprise the entire Agreement between the City and the Construction Manager supersede any prior negotiations, representations or agreements and consist of the following:

This Agreement.
General Conditions, Exhibit 1.
All other exhibits to this Agreement.
Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
Notice of Award and Notice to Proceed.
Technical Specifications.
Plans/Drawings.
Addenda (if applicable), inclusive.
Bid Form and supplement Affidavits and Agreements.
All applicable provisions of State and Federal Law.
RFQ #_____, Instructions to Bidders, and Bid Bond.
Construction Manager's response to the City's RFQ #_____.
Schedule of Completion and Schedule of Values.
All amendments, modifications, and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
Any additional documents that are required to be submitted under the Agreement.
Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Specific direction from the City Manager (or designee).
b. Change Orders and other Contract Modifications to this Agreement (excluding the construction documents).
c. Specifications as to quality and drawings as to location and quantity.
d. Supplemental conditions or special terms.
e. General Terms and Conditions (Exhibit 1 to this Agreement).
f. This Agreement and any attachments.
g. The completed construction documents, as approved in writing by the City.
h. RFQ #_____ and the specifications prepared by the City.
i. Construction Manager's response to the City's RFQ #_____.
j. Schedule of Values.
k. Schedule of Completion.

Contract Documents shall be construed in a harmonious manner, whenever possible. The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Construction Manager.

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The Contract Documents shall be taken as a whole and are complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all, so that any part of the Work shown or described in any of the Contract Documents, though not specifically referred to in other Contract Documents, shall be executed by Construction Manager and binding as a part of the Contract Documents, as well as any Work which, in the opinion of City, may be fairly inferred from the Contract Documents or by normal industry practice.

Detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detail plans which may be prepared or approved by City after the execution of the Agreement and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the Contract Price or Project Schedule. With respect to conflicts between large-scale drawings and small-scale drawings, the larger scale drawing shall govern.

Where compliance with two or more requirements is indicated in any of the enumerated Contract Documents and where these requirements within the Contract Documents conflict in quantity or quality, the Construction Manager shall comply with the most stringent requirement as determined by the City, unless specifically indicated otherwise in the Contract Documents.

Whenever it shall be provided in this Agreement that the Construction Manager is required to perform a service or obligation "at its sole cost and expense" or words of substantially similar meaning, the Construction Manager shall not be entitled to reimbursement for such item and the cost of such service or obligation shall not be included in the cost of the project or as part of the Construction Manager's fees.

1.4 **Independent Contractor.** Construction Manager is an independent contractor and is not an agent or employee of City or Agent in performing the Work. Except as otherwise provided herein, Construction Manager shall maintain complete control over its own employees, agents, and operations and those of its subcontractors, vendors and their respective employees and agents. Construction Manager hereby accepts complete responsibility as a principal for its agents, subcontractors, vendors, suppliers, their respective employees, agents and persons acting for or on their behalf, and all others it hires to perform or assist in performing the Work.

ARTICLE 2 – DEFINITIONS

2.1 "Applicable Laws" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to the Project or to the performance of the Services or the Work.

2.2 "Architect" means EDSA, INC. and any successor architect firm that may be retained in connection with the Project.

2.3 "Base GM" means that portion of the GMP reflecting (a) the cost of the Project, and (b) the Construction Manager's Fee.

2.4 "Change Order" means a written order to Construction Manager executed by the City in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Construction Manager, or to the time for performance of the contract and completion of the Project, or any combination thereof.

2.5 "Constructability" means the creative, organized process of analyzing the Construction Documents minimizing design, detailing, and specifications problems which might render the Construction Documents unbuildable or require changes to the Work to make them buildable.

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2.6 "Construction Documents" means all technical drawings and other documents issued by the Architect-Engineer identifying, among other things, the design, location and dimensions of the Work and which set forth in detail the requirements for the construction of the Project, and generally including plans, elevations, sections, details, schedules, diagrams, Shop Drawings, and the specifications with the written requirements for materials, equipment, systems, standards and workmanship for the Work.

2.7 "Construction Manager" means _____ _____ Inc., and its successors and assigns, and is the firm that shall provide comprehensive construction management services for the Project pursuant to the Contract Documents, including, preparation of cost estimates, Constructability reviews, Value Engineering and assistance with systems life cycle cost analysis, estimating, scheduling, bidding and submission of a GMP, as defined below, for construction, and construction management. Upon execution of the GMP Amendment or earlier with respect to any construction Work awarded prior to the establishment thereof, the Construction Manager shall serve as, from that point forward, and conclusively shall be deemed to be, the General Contractor under the Contract Documents, and shall construct the Project and be liable for the acceptable performance of the Work and payment of all debts pertaining to the Work.

2.8 "Construction Phase" means that period set forth in the Project Schedule beginning on the effective date as set forth in a Notice to Proceed directing the Construction Manager to proceed with the Construction Work and other activities necessary to complete the Project or specified portions thereof, and ending on the date of Final Completion of the Project. The Construction Phase may include the period required to complete the Construction Documents following the issuance of the Notice to Proceed, to the extent such documents remain incomplete.

2.9 "Construction Phase Services" means the services to be performed through the Construction Manager during the Construction Phase of the Project, including, the performance of all the Work required by this Contract Documents or reasonably inferable herein for the Construction Phase of the Project.

2.10 "Design for Construction" means the complete and final design and construction documents provided by Architect which shall include the plans, specifications, and all changes and modifications thereto, prepared by or on behalf of Architect for use in constructing the Project, performing the Work, and rendering the Project fully operational.

2.11 "Design Phase" means the phase of the Project commencing upon the Effect Date of the Agreement and ending upon completion of the Design for Construction for the Project.

2.12 "Design Phase Services" means all services required during the Design Phase of the Project.

2.13 "Final Completion" means satisfaction of all conditions set forth in GC 63, at which time all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided to City have been received by City; and the Work has been fully completed in accordance with the Contract Documents.

2.14 "GMP" or "Guaranteed Maximum Price" means the sum agreed to between the Construction Manager and the City and set forth in the GMP Amendment as the maximum total amount that the Construction Manager guarantees not to exceed for the completion of all Work required by or reasonably inferable from the Contract Documents, plus the Construction Manager's Fee and General Conditions Fee, the Construction Manager's Contingency, as such amount may be adjusted by Change Order or Construction Change Directive pursuant to the Contract Documents.

2.15 "GMP Amendment" means the GMP Proposal, as may be amended and accepted by the City, at its sole and absolute discretion, which amendment shall automatically become incorporated herein upon

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the City and the Construction Manager's execution of same, and shall establish, among other things, the GMP, and the Contract Time for the completion of all Construction Phase Services.

2.16 "GMP Proposal" means a proposal for completing the Construction Phase Services, which will be submitted at a date specified by the City, based on the most currently available set of Construction Documents, and which shall include the Construction Manager's proposed GMP for the construction of the Project in accordance with the Contract Documents. However, the City has no obligation to accept the GMP proposal.

2.17 "Notice to Proceed" means a written letter or directive issued by the Project Coordinator to Construction Manager to commence and proceed with portions of the Work as specified therein or a specific task of the Project, and stating any further limitations on the extent to which Construction Manager may commence and proceed with the Work. Unless otherwise approved by the City at its sole discretion, City's issuance of a Notice to Proceed for the Construction Phase or portions thereof shall be contingent upon Construction Manager's obtaining all appropriate permits and satisfying all requirements of agencies having jurisdiction.

2.18 "City's Representative" means the individual named by the City, in writing and as such writing may be amended from time to time, to act on City's behalf in the administration of this Agreement. City's Representative does not have the authority to waive or modify any condition or term of the Contract Documents.

2.19 "Preliminary Design" means all design documents constituting the Preliminary Design as required and defined in the City's contract with the Architect.

2.20 "Project" means __TITLE_____ as specified in the RFQ #_____ dated _____.

2.21 "Punch List" means the list or lists prepared by Construction Manager, the Architect-Engineer, Owner's Representative, and the City, identifying matters that remain to be completed between achievement of Substantial Completion and Final Completion in order that Final Completion can be declared by City to have occurred.

2.22 "Reimbursable Expenses" means those items, and only those items, set forth in this Agreement properly documented and reasonably, necessarily, and actually incurred in the performance of the Services and the Work.

2.23 "Schedule of Values" means a written schedule setting forth the detailed and itemized cost breakdown, inclusive of labor, materials and taxes of all elements comprising the GMP set forth in the GMP Amendment.

2.24 "Services" means those services, functions, roles, responsibilities, obligations and duties required of Construction Manager pursuant to the terms of the Contract Documents.

2.25 "Shop Drawings" means plans, drawings, prints, diagrams, illustrations, brochures, schedules and other data that are prepared by Construction Manager or any of its Subcontractors or Suppliers, and which illustrate how specific portions of the Work will be fabricated or installed.

2.26 "Subcontractor" means any person or entity with whom the Construction Manager contracts to perform any part of the Work or to supply materials in relation to the Work. In addition, the term Subcontractor shall apply to Subcontractors of any tier and suppliers and materialmen employed on or for the Project pursuant to a subcontract or other agreement with a Subcontractor or lower-tier Subcontractor.

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2.27 "Substantial Completion" shall be deemed to have occurred when the Work, as certified in writing by the Architect-Engineer and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or improperly completed Work and with only Punch List items remaining to be completed, all as reasonably determined by the City and evidenced by the issuance of a certificate of occupancy or completion by the authority having jurisdiction, and a Certificate of Substantial Completion by the Architect-Engineer and acceptance of such certificate by the City.

2.28 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions at the lowest cost consistent with required and necessary performance, reliability, quality and safety through the elimination or modification of those features which add cost without contributing to the facility's required function or design value.

ARTICLE 3 – CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 The Construction Manager's services shall be those necessary and appropriate to the successful completion of the Project in a timely and cost-effective manner and shall include, but are not limited to, those described or specified herein. The Construction Manager shall provide all requested services according to the capabilities reflected in its RFQ Proposal Submission. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Unless otherwise provided in this Agreement, or as agreed in writing between City and Construction Manager, the form and content of all systems, reports, forms and regular submittals by Construction Manager to City shall be subject to prior approval of the City and Construction Manager shall submit such materials to City for City's approval prior to implementation. City's approval thereof shall not limit City's right to thereafter require reasonable changes or additions to approved systems, reports, forms and regular submittals by Construction Manager to City. Except as to Shop Drawings and other design work performed by Construction Manager, its Subcontractors or agents pursuant to this Agreement, Construction Manager's services hereunder are not intended to include the performance of design work and Construction Manager does not assume any responsibility for the design of any Work, except for Construction Manager-initiated design such as subcontracted Delegated Design Work.

ARTICLE 4 – ADDITIONAL SERVICES

4.1 Upon the mutual agreement of the City and the Construction Manager, and upon written authorization from the City, the Construction Manager shall provide additional services that are beyond the scope of the Basic Services described in Article 3 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the City and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

ARTICLE 5 – CITY'S RESPONSIBILITIES

5.1 The City will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work from the Construction Manager, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the City in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee, or any changes thereto.

ARTICLE 6 - SCHEDULE

6.1 **Preconstruction Phase.** The Construction Manager shall complete the documents and things provided for in Article _____, within _____ **(**_____**)** days, and Guaranteed Maximum

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Price Proposal within _____ **(__)** days after the Architect/Engineer documents (at 90% completion) have been made available to the Construction Manager.

6.2 **Construction Phase.** The performance of the Work under the Construction Phase of this Contract shall be substantially completed by the Construction Manager on or before the date as later set forth in the GMP Amendment, time being of the essence in this Contract.

6.3 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date, _____days from the Notice to Proceed. The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete the Project within the time set forth in the approved schedule will result in substantial damages to the City that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the City, as liquidated damages and not as a penalty, the sum of $_____ for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, as more particularly addressed in GC 61 and its several subparts, should Construction Manager fail to complete the remaining Work within the time specified for final completion in Exhibit 1, plus approved time extensions, if any, and after providing Construction Manager with seven (7) days advance written notice, City shall have the right to complete the work through other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to City by Construction Manager, or its performance bond Surety.

6.4 The City may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

6.5 The City shall have the right to occupy, or use, any portion of the Work prior to completion of the Project. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the City, in writing, and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 7 – GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 The initial scheduled prepared by the Construction Manager for the Project shall reflect and track the design progress through the completion of the presentation of the GMP Proposal for the construction of the Project and completion of Construction Documents. The Construction Manager shall propose for the Project, the amount to be included in the GMP for the Construction Manager's general conditions costs and Construction Manager's Contingency identified in Subsection 7.4.1. The City shall have the option of accepting or rejecting the GMP Proposal as presented by the Construction Manager. Should the City Commission accept the GMP Proposal, a GMP Amendment reflecting that authorization shall be issued. Once accepted by City, any mistakes by Construction Manager in estimating costs or Work in its preparation of a GMP shall not serve as the basis for a Claim by Construction Manager or upward adjustment to the GMP.

7.2 Upon acceptance of a GMP Proposal and execution of the GMP Amendment, the GMP for the Project will be fixed and firm for the duration of the Work and shall include the maximum compensation payable to Construction Manager for all costs, expenses, taxes, overhead and profit for the full and complete performance of all Work required by or reasonably inferable from the Contract Documents. The GMP is not subject to price escalation or de-escalation and is not subject to increase or decrease, except

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for changes in the Work or adjustments as approved by Change Order and in accordance with the Contract Documents. The GMP shall be construed at any given point in time to include any fixed firm adjustments thereto made by Change Order in accordance with the Contract Documents. In the event the Construction Manager's total expenditures for the Project exceed the Guaranteed Maximum Price as may be adjusted pursuant to the Contract Documents, the Construction Manager shall pay such excess from its own funds without any reimbursement by the City. City shall not be required to pay any amount that exceeds the Guaranteed Maximum Price as may be adjusted pursuant to the Contract Documents, and the Construction Manager shall have no Claim against the City on account thereof.

7.3 In addition to the base GMP, a GMP for the Project will include an agreed upon sum as the Construction Manager's Contingency relating to construction of the Project. Use of the Construction Manager Contingency shall be as provided in Section 7.3.1. Use of the City Contingency shall be requested through the Change Order process and must be approved in writing by the City prior to the prosecution of the related Work.

7.3.1 **Construction Manager's Contingency.** The Construction Manager's Contingency shall be for the Construction Manager's use against risks assumed by Construction Manager, in providing the GMP with uncertainties that are beyond the control of the Construction Manager, including the reasonable and necessary costs incurred by the Construction Manager due to (1) costs of the Project that were not specifically foreseeable or quantifiable as part of the GMP Amendment or unforeseen circumstances relating to construction of the Work not directly or indirectly attributable to Construction Manager's (or its Subcontractors or Suppliers) noncompliance with the Contract Documents, and which result in unavoidable increases in the Cost of the Project; (2) increased costs/escalation resulting from the Subcontractor and Supplier bidding process due to changed market conditions, as measured against a relevant market index selected by the City; (3) increased Costs of the Project solely to the limited extent resulting from questions of conflicts, clarity or coordination of the Construction Documents, provided such coordination questions do not implicate matters covered by Construction Manager's warranty; (4) costs for implementing a hurricane preparedness plan and further provided that all such costs and expenses must be a Cost of the Project. If bids are received below the applicable line items in the GMP, the buyout savings or surplus will be added to the Construction Manager's Contingency. If bids are received above the applicable line item in the GMP, the deficiency will be charged to the Construction Manager's Contingency, however such events shall not be a cause to increase the Base GMP.

a. All payments hereunder shall be made in accordance with and subject to Article ___ of the Agreement. Upon making a draw against the Construction Manager's Contingency, the Construction Manager shall increase the relevant line items in the Schedule of Values by the amount of the draw, including any associated Construction Overhead and Profit Fee, and shall decrease the respective Construction Manager's Contingency line item accordingly. Construction Manager's draws made against the Construction Manager's Contingency shall be reported to the Project Coordinator on a monthly basis with all associated supporting documentation sufficient to evidence each draw against the Construction Manager's Contingency.
b. The Project Coordinator and/or Architect-Engineer shall have the authority to verify all actual costs charged to the Construction Manager's Contingency. The City, through the Project Coordinator, may at any time dispute the legitimacy or reasonableness of any draws made or costs charged to the Construction Manager's Contingency, and the City may withhold such disputed amounts from any other amounts otherwise due the Construction Manager. Any dispute with regard to the legitimacy or reasonableness of such expenditures (or City's withholding thereof) may be the subject of a Claim.
c. In no event shall the use of the Construction Manager's Contingency cause for the GMP to be exceeded, and the Construction Manager shall be solely responsible for all costs that exceed the GMP (as adjusted by Change Order or Construction Change Directive), without any reimbursement from the City. Construction Manager shall use all diligent, good-faith efforts to maximize cost savings and minimize use of the Construction Manager's Contingency.

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7.4 The term "GMP," as used in this agreement is a term of convenience only and is not intended to affect how a GMP or its components are to be determined or adjusted.

7.5 By execution of this Contract, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete.

ARTICLE 8 – CONSTRUCTION MANAGER'S FEE

8.1 In consideration of the performance of the services specified in this Agreement with respect to the Project on which the City will issue a Notice to Proceed, the City agrees to pay the Construction Manager as compensation for its services relating to the Project, fees as set forth below.

8.1.1 **Construction Phase General Conditions Fee.** Prior to commence of the Construction Phase of the Project, the City will issue a Notice to Proceed directing the Construction Manager to proceed with the Construction Phase. The Construction Manager's compensation for General Conditions Work or services performed during the Construction Phase shall be a fixed lump sum amount, based on a detailed schedule of General Conditions costs and services that shall be provided by the Construction Manager. The General Conditions Fee shall be invoiced and paid in monthly payments as agreed by the Parties and set forth in the applicable GMP. The first monthly payment shall become due thirty (30) days following the issuance of the first Notice to Proceed by the City (and the submission by the Construction Manager of a complete and approved Application for Payment) and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of the Project is accepted by the City. If construction is authorized for only a part of the Project, the fee paid shall be proportionate to the amount of Work authorized by the City.

8.1.1 **Adjustments in Fee.** For changes in the Project as provided herein, the General Conditions Fee for the Project shall be adjusted as follows:

a. The Construction Manager shall be paid an additional fee subject to negotiation with the City if the Construction Manager is placed in charge of reconstruction of an uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager, its employees, agents, Subcontractors and others for whom Construction Manager may be responsible.
b. Should the Contract Time set forth in the GMP Amendment be contractually extended for Excusable Delay or for additional Work due no fault of the Construction Manager or its Subcontractors, the Construction Manager's additional General Conditions fee will be negotiated and set forth in a Change Order, as an adjustment to the GMP on a per working day basis. The Construction Manager's staff during such time extensions shall be established and set forth in the Change Order.
c. **Construction Manager's Exclusive Remedy.** In the event the date for Substantial Completion or Final Completion is extended for Excusable Delay, the Construction Manager's sole and exclusive remedy is an extension of the Contract Time for completion of the Work and payment of additional General Conditions fee as provided for herein.

8.1.2 **Costs and Expenses Included in General Conditions Fee.** The direct and indirect costs and expenses for facilities or performance of Work by the Construction Manager for items which do not end themselves readily to inclusion in one of the separate trade contracts and within this Subsection below, are included in the General Conditions Fee during the Construction Phase and not otherwise reimbursable:

a. Onsite and Local Project Management Staff: Wages, salaries, benefits and costs associated with Construction Manager's supervisory and other technical, administrative and clerical Project personnel engaged in supervision and management of the work on the Project Site, at the

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agreed-upon billing rates to be established as part of the GMP Amendment, but only to the extent not already included as Cost of the Work under Article 9, and specifically attributable to the Work performed in connection with the Project, including the Project Manager, Construction Superintendent, structural superintendent, assistant superintendent, shop drawing checker, secretary, layout foreman, consultants, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, safety director, safety coordinator, safety labor, overall project schedule preparation, scheduler costs, cost of periodic site visits for supervisory, inspection, oversight, or management of the Project by specific "home office" personnel previously approved in writing by the City.

b. Field/Onsite Construction Offices and Supplies including transportation and set-up of onsite construction office trailers, construction of ramps and stairs for onsite construction office, interior build-out of onsite construction office, onsite construction office trailer rental, first aid supplies, reproduction services, monthly office supplies, Project reference manuals, field office postage, field office furniture, onsite construction office computer system and software, installation and equipment of field computer ISDN line, monthly cost for field ISDN/computer line, onsite construction office photocopier rental and supplies, plan printing or document reproduction used for bidding of information purposes required by the Contract Documents, long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's Jobsite office if incurred at the Project Site and directly and solely in support of the Work, Project Site photographs, field office express mail/courier charges, miscellaneous onsite construction office supplies, safety material and equipment, small tools, equipment or machinery, miscellaneous hand tool rental equipment (other than that of the subcontractors), hand tool purchase, hand tool repair, hand tool rental, job radios, jobsite cleaning labor and material, trash containers, final exterior and interior cleaning materials and labor other than subcontractors, miscellaneous cutting and patching, traffic control, off duty police officer(s), alarm system and monitoring for trailers;
c. Surveys, measurements and layout work reasonably required to perform the Work;
d. Retention/storage of Project Records;
e. Off-site storage space or facilities approved in advance by the City;
f. Miscellaneous expendable items, extended jobsite General Conditions (unless such extended jobsite General Conditions are compensable pursuant to Section _____, in which case Construction Manager shall be entitled to a Change Order for those costs), interest on monies retained by the City, escalated costs of materials and labor, home office expenses or any cost incurred that may be allocated from offices of the Construction Manager or any of its Subcontractors;
g. Other expenses or charges properly incurred and paid in the prosecution of the work and services required of Construction Manager pursuant to this Agreement, with the prior written approval of the city, for the provision of management and other related services necessary to complete the Project in an expeditious and economical manner consistent with this Agreement and in the best interests of the City, but specifically excluding legal costs, attorney's fees, court costs and any other fees, costs or expenses already included as a Cost of the Work in Article 9; and
h. Other costs as may be specified in the GMP Amendment.

Construction Manager agrees that no payment or reimbursement beyond the General Conditions Fee shall be made for any of the general conditions items set forth in this section, unless such general conditions costs and expenses are actually incurred and arise from Changes in the Work approved by the City. Construction Manager covenants and agrees that it shall not seek, nor is it entitled to, reimbursements or payments as part of the General Conditions Fee, for any items it has already included as a Cost of the Work in Section 9.

ARTICLE 9 – COST OF THE WORK

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9.1 With respect to this Project, the City agrees to pay the Construction Manager for the Cost of the Project as defined in this Article 9. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8.

9.2 **Direct Cost Items.** The Cost of the Work shall include the following items for equipment, materials, labor, taxes and Subcontractors to complete the Work:

9.2.1 Wages paid for labor of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Project Coordinator's advance written approval, at off-site workshops;

9.2.3 Wages paid for labor of supervisory or administrative personnel not included in the Construction Manager's fees stipulated in Article 8, but who are in the direct employ of the Construction Manager in the performance of the construction Work at the Project Site, provided Construction Manager has obtained the advance written approval of the Project Coordinator for such personnel;

9.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions (excluding bonuses), provided such costs are based on wages and salaries included in the Cost of the Work under Subsections 9.2.1 through 9.2.3;

9.2.5 Temporary Project utilities including the portion of temporary electric hookup not typically paid by the electrical subcontractor, temporary electrical distribution and meters, monthly temporary electric charge by Florida Power & Light, HVAC testing electrical charges, temporary water connection not typically provided by the plumbing subcontractor, temporary water meter, temporary water deposit, fire hydrant service, temporary fire protection monthly temporary water service, temporary toilets, temporary construction phone hookup and installation, temporary construction phone monthly charges, construction phone long distance charges, cellular phones, site erosion control and Project entrance(s), fencing and covered walkways, storage containers, storage rental costs, temporary onsite roads, temporary onsite fencing, temporary onsite gates, street barricades, construction temporary signage, pedestrian walkway and street occupation fees for construction activities, temporary trash chute and dumpsters;

9.2.6 Cost of all materials, supplies and equipment incorporated in or to be incorporated in the completed construction of the Project; including costs of transportation and storage thereof, and cost of materials in excess of those actually installed (but only to the limited extent to allow for reasonable waste and spoilage);

9.2.7 Payments due to Subcontractors and Suppliers from the Construction Manager or made by the Construction Manager to Subcontractors for their Work performed pursuant to subcontracts or agreements issued in accordance with the Contract Documents;

9.2.8 Costs, including transportation and storage, maintenance, installation, dismantling and removal of materials, supplies, of all temporary facilities, machinery, equipment, and hand tools (except hand tools customarily owned by construction workers) which are provided by the Construction Manager at the Project Site and are fully consumed in the performance of the Work Cost of items previously used by the Construction Manager shall mean fair market value;

9.2.9 Rental charges for temporary facilities, machinery and equipment (except hand tools) used at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Such rental charges shall include, but not be limited to, the Construction Manager cost of opening a new office specifically for the Project during the Pre-Construction Services Phase, prior to the establishment of an office at the Project Site, except as set forth in 9.3. Rental charges shall be consistent with those general prevailing in the location of the Project. The Construction Manager shall obtain bids for all temporary facilities, machinery

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and equipment to be rented from no less than three (3) responsible suppliers. If the cumulative total of rental charges in connection with any single item is in excess of sixty percent (60%) of its fair market value as of the date that such item is intended to be first put into service in connection with the Work, then such item shall be purchased instead of rented, and sold at the completion of the Work. All proceeds from such sales shall be credited to the City as a deduction from the Cost of the Project;

9.2.10 Rental rates and charges consistent with those prevailing in the area of the Project (Broward County, or, if such information on prevailing rates and charges is not available, South Florida) on all necessary machinery and equipment, exclusive of hand tools used at the Project Site, whether rented from the Construction Manager or other. Such rental charges include installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a subcontractor of the Construction Manager's own forces in the performance of the Work. If the Parties fail to agree on the standard rates prevailing in the area of the Project, the standard rates shall be deemed to be the rates shown in the latest edition of the "AED Green Book" prepared by EquipmentWatch, San Jose, CA, or, if not shown in AED, the rates shown in the latest edition of "Rental Rate Blue Book for Construction Equipment," published by EquipmentWatch, San Jose, CA; or, if not shown in the Blue Book, the latest edition of "Tool and Equipment Rental Schedule" published by National Electrical Contractor's Association, Bethesda, MD. In any case, the Cost of the Project will be charged the lowest of the applicable hourly, daily, weekly or monthly rate specified, based upon actual use. Each specified rate is inclusive of all costs and expenses to furnish the equipment (including transportation, delivery, pickup, fuel, energy costs, consumables, connections, maintenance, wear and tear, repair, depreciation, storage, tax, overhead and profit). If an hourly rate is used, equipment shall be charged based upon actual usage within a ½ hour;

9.2.11 Cost of bond premiums, insurance premiums for coverage required by the Contract Documents, including costs of City-authorized additional coverage (such authorization not to be unreasonably withheld) and/or self-insured retentions in connection with claims against such coverage, which are directly attributed to this Agreement, subject to the review and approval of the City, which shall not be unreasonably withheld;

9.2.12 Sales, use or similar taxes imposed by any governmental authority and paid by the Construction Manager or its subcontractors that are related to the Work and for which the Construction Manager is liable;

9.2.13 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay;

9.2.14 The cost of corrective Work subject, however, to the GMP and the provisions of Section 6, and except for any corrective Work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or its Subcontractors or suppliers. No costs shall be paid by the city or schedule adjustments made to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any Work not in conformance with the Construction Documents or applicable construction-related codes or to correct any deficiency or damage caused by negligent acts by the Construction Manager or its Subcontractors and suppliers;

9.2.15 Fees of laboratories for tests required by the Contract Documents, except those related to defective or non-conforming Work for which reimbursement is excluded by the provisions of the Contract Documents or the costs of which Construction Manager is able to recover from the Subcontractor(s) responsible for the defective or non-conforming Work;

9.2.16 Costs for trash and debris control and removal from the Project Site;

9.2.17 That portion of the reasonable expenses of Construction Manager's supervisory or administrative personnel incurred while traveling in the discharge of duties connected with the Work, to the extent and

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reimbursement limits permitted by Fla. Stat. Sec. 112.061 and subject to the advance written approval of the Project Coordinator;

9.2.18 Costs incurred due to an emergency affecting the safety of persons and property, not directly or indirectly attributable to the acts or omissions of the Construction Manager or its Subcontractors or Suppliers;

9.2.19 Costs for watchman, security services and temporary fencing for the Project;

9.2.20 Costs for efficient logistical control of the Project Site, including horizontal and vertical transportation of materials and personnel; adequate storage; temporary roads; maintenance of traffic, and off-site parking for and busing of construction workers and personnel to and from the Project Site, net of any value or remuneration received from Subcontractors with regard to such parking or transportation. The foregoing costs in Subsection 9.2.20 may be included in the GMP Amendment as part of the General Conditions Fee;

9.2.21 Costs of materials and equipment suitably stored off-site at a mutually acceptable location, subject to the City's prior approval;

9.2.22 Costs for any Project jobsite items not referenced herein, not normally provided by the Subcontractors, which will be provided by the Construction Manager as required to complete the Work;

9.2.23 Cost of providing one set of as-built documents to the City;

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

9.2.25 Costs for electronic equipment and software directly related to the Work, with the City's advance written approval;

9.2.26 Costs of third-party data processing or information technology support for the Project;

9.2.27 Costs of Quality Control and materials testing, unless such costs are incurred to inspect or test defective or non-conforming Work;

9.2.28 Costs associated with employee drug screen or other background check related expenses;

9.2.29 Costs of overtime premium expense if overtime work is necessary to maintain or improve the Schedule, provided, however, that such costs shall (1) solely be chargeable to the Construction Manager's Contingency; (2) be limited to any remaining amounts available in the Construction Manager Contingency; and (3) in no event cause for the GMP to be exceeded;

Notwithstanding anything to the contrary contained in the Contract Documents, the City-approved Cost of the Project and the Guaranteed Maximum Price shall only be increased or decreased by reason of the issuance of a Construction Change Directive or Change Order approved in accordance with this Agreement.

9.3 Costs Not to be Reimbursed. The Cost of the Work shall not include the items listed below, as such items are either expressly not to be reimbursed or are otherwise contemplated as part of the Construction Manager's fees.

9.3.1 Salaries and other compensation of the Construction Manager's principals (exclusive of loss prevention oversight and operations manager time spent on the Project) and branch office or departmental heads, non-line staff personnel (including legal, corporate, insurance/risk management and

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similar personnel) and other personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 9.2;

9.3.2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 9.2;

9.3.3 Overhead and general expenses, except as may be expressly included in Section 9.2;

9.3.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

9.3.5 Costs due to the fault, negligence or failure to fulfill a specific responsibility of the Construction Manager, Subcontractors of all tiers, and Suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and correcting damage to property not forming part of the Work;

9.3.6 The Construction Overhead and Profit Fee;

9.3.7 Costs, other than costs included in Change Orders approved by the City, that would cause the Guaranteed Maximum Price to be exceeded;

9.3.8 Costs for Preconstruction Phase Services;

9.3.9 Losses and expenses sustained by the Construction Manager or any Subcontractors at any tier, not compensated by insurance or otherwise, if such losses and expenses are due to infidelity on the part of any employee of Construction Manager, any Subcontractor or Supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or others to whom the property may be entrusted;

9.3.10 Except to the extent specifically permitted under any other provisions of the Contract Documents, costs and expenses due to the willful misconduct or gross negligence of Construction Manager, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable;

9.3.11 Losses and expenses not covered by insurance where the Construction Manager, or any Subcontractor, failed to obtain and/or maintain in effect the insurance required to be carried by the Contract Documents, or where Construction Manager, or any Subcontractor or Supplier, failed to obtain and/or maintain such insurance in limits and amounts required by the Contract Documents except to the extent any deductible provided in such required insurance;

9.3.12 Costs and expenses incurred by Construction Manager upon breach of its warranties or guarantees;

9.3.13 Costs associated with the relocation of employees, and any travel costs not expressly permitted in Section 9.2 (including costs for long-distance travel, costs for travel between the Project Site and the Construction Manger's office(s), and hotel, car rental and airfare costs);

9.3.14 Any amounts to be paid by the Construction Manager for federal, state or local income or franchise taxes;

9.3.15 Any costs covered as part of the General Conditions Fee;

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9.3.16 Rental costs of machinery and equipment or licensing charges for software and other items, which are paid or payable to the Construction Manager or a related party, except as specifically consented by the City in writing, which consent shall not be unreasonably withheld;

9.3.17 Labor, material, and equipment costs or any other costs incurred which should be back-charged to any Subcontractor, any Sub-Subcontractor, or any direct or lower tier supplier, or any other party for whom the Construction Manager is responsible;

9.3.18 Costs or losses resulting from lost, damaged by misuse or stolen tools and equipment;

9.3.19 Costs of bonding or securing liens or defending claims filed by any Subcontractor of any tier, any Supplier, any direct or lower tier supplier or any other party for whom any of such parties or the Construction Manager is responsible arising from nonpayment, unless such nonpayment is the result of the City's unexcused or wrongful failure to pay the Construction Manager undisputed amounts as and when due under the Contract Documents;

9.3.20 Costs of self-insured losses (i.e., losses within the deductible limits maintained by the Construction Manager or any direct or indirect subcontractor), costs covered by any insurance carried by Construction Manager or a direct or lower tier subcontractor, costs which would have been covered by the insurance required to be carried by a Construction Manager or a direct or lower tier subcontractor under the Contract Documents, and costs which would have been covered by insurance but for failure of the Construction Manager or direct or lower tier subcontractor to properly submit, process or give notice to the occurrence or claim;

9.3.21 Costs of employee bonuses and executive bonuses whether or not based in whole or in part on performance related to the Work;

9.3.22 Costs incurred or paid for recruiting employees (whether to third party recruiters or to employees);

9.3.23 Severance or similar payments on account of terminated employees;

9.3.24 Costs incurred after the Construction Manager's application for final payment;

9.3.25 Any outside legal fees incurred without prior written approval from the City Attorney, which approval is at the sole and absolute discretion of the City Attorney;

9.3.26 Any costs not specifically and expressly described in Section 9.2.

9.4 No Duplication. Construction Manager hereby covenants and agrees that there shall be no duplication of payments for any items comprising the Cost of the Project, including any costs related to General Conditions, notwithstanding any itemization, breakdown or provision contained in the Contract Documents to the contrary.

ARTICLE 10 – CHANGES IN THE WORK

10.1 The City, without invalidating this Contract, may order Changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the City.

10.1.1 Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order or Construction Change Directive. A Change Order shall be based upon agreement between the City and the Construction Manager; a Construction Change Directive may be issued by the City alone and may or may not be agreed to by the Construction Manager.

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Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Construction Manager shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive. No Change Order shall take effect until Construction Manager delivers a Consent of Surety increasing the Performance Bond and Payment Pond by the amount of the Change Order.

10.1.2 The increase or decrease in the Cost of the Project resulting from a change in the Project shall be determined in one or more of the following ways, subject to the Provisions of Section 8:

a. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Project Coordinator, Architect-Engineer and City;
b. by unit prices stated in the GMP or subsequently agreed upon; or
c. by times and materials cost and a mutually acceptable fixed or percentage fee for the Subcontractor.

10.1.3 Increases in the Cost of the Project due to a change in the Project attributable to the City, either by City's agreement thereto or the grant of a Claim under Article ____, may either be charged to the City's Contingency or result in an increase to the base GMP, in the sole discretion of the City. Decreases in the Cost of the Project due to a change in the Project shall result in a decrease to the Base GMP. In the event of a decrease in the Base GMP as herein provided, Construction Manager's Contingency will be decreased proportionately.

10.1.4 The Construction Manager's fee for Construction Overhead and Profit for all Change Order or Construction Change Directives shall not exceed _____% of the net change in the Cost of the Project. Subcontractors and Suppliers' overhead and profit markup or fee for Change Order or Construction Change Directives shall be reasonable, but in no event shall the aggregate limitation on the amount of overhead and profit that each Subcontractor and all lower tier subcontractors and Suppliers can charge for Work performed pursuant to Change Orders and Construction Change Directives exceed the overhead and profit fee as provided for the performance of the original scope of Work set forth in each Subcontract and specified as part of the GMP Amendment.

10.1.5 **Waiver of Claims.** By executing a Change Order, the Construction Manager thereafter waives the right to assert any further Claim for an increase in the Cost of the Project and the Guaranteed Maximum Price or an extension in the Contract Time based on the subject matter of, or the Claim addressed by, such Change Order; it being acknowledged and agreed by the Construction Manager that any such Change Order shall completely address any schedule or cost impact associated with the subject matter of, or the Claim addressed by, such Change Order.

10.1.6 **Approval of Change Orders/Modifications.** The City Commission may approve any Change Order or other Contract Modification to the Contract Documents.

ARTICLE 11 – BONDS AND INSURANCE

11.1 The Construction Manager and subcontractors shall provide insurance as required and addressed in the RFQ #_____ and as set forth in the General Conditions.

ARTICLE 12 –CONFLICTS

12.1 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Agreement and the General Conditions, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the Work.

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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: _____
_____, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:
_____, City Attorney

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

ATTEST:
_____ INC.

_____
Print Name:
Title:

_____

By: _____
_____, President

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____day of _____, 20__, by _____ as President for _____ _____ Inc., a _____corporation, authorized to transact business in the state of Florida.

(SEAL)

_____
Notary Public, State of _____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____OR Produced Identification _____
Type of Identification Produced _____

DRAFT CONTRACT

Question and Answers for Bid #12309 - 296 - CM @ Risk Services for Breakers Avenue Streetscape Improvements Project

Overall Bid Questions

Question 1

What is the cost estimate for this project? **(Submitted: Jul 5, 2019 10:18:35 AM EDT)**

Answer

- The project construction cost estimate is estimated between $7- $8 Million (wt approximately $100,000 for CM pre-construction services fee). The project may be constructed in multiple phases. The City has a construction funding of $2.1 Million currently, and additional funding is expected in fiscal year 2020. **(Answered: Jul 5, 2019 10:34:39 AM EDT)**

Question 2

Who will be handing the public information? Will that be on the Construction Manager or will the city handle? **(Submitted: Jul 5, 2019 11:11:15 AM EDT)**

Answer

- See Addendum 1 **(Answered: Jul 15, 2019 11:14:58 AM EDT)**

Question 3

On page 18 of the solicitation, Article 2.31 indicates to complete and submit an â€œE-VERIFY Affirmation Statementâ€ with our response. This page was missing from the RFQ. Will the City release this form by addendum? **(Submitted: Jul 16, 2019 9:50:44 AM EDT)**

Answer

- Not required for this project **(Answered: Jul 18, 2019 12:09:53 PM EDT)**

Question 4

On page 26 of the solicitation, the first sentence under Section C indicates to submit a completed Project Team Form. This page was missing from the RFQ. Will the City release this form by addendum? **(Submitted: Jul 16, 2019 9:51:06 AM EDT)**

Answer

- See Addendum 2 **(Answered: Jul 18, 2019 9:14:19 AM EDT)**

Question 5

Please provide engineering drawing referenced in Addendum No. 2. **(Submitted: Jul 17, 2019 2:06:54 PM EDT)**

Answer

- Done **(Answered: Jul 18, 2019 9:14:19 AM EDT)**

Question 6

in section IV-submittal requrirements, sub-section B-Firms experience - References it states "Complete the Cityâ€™s vendor references form for past 5 or more projects ...." i can not locate this Form, please provide said form **(Submitted: Jul 24, 2019 1:44:53 PM EDT)**

Answer

- Document is titled: Reference form.html [download] **(Answered: Jul 24, 2019 3:13:16 PM EDT)**

Question 7

According the cityâ€™s Request for Qualification package, in Section 1.6 Eligibilityâ€™,
1.6.1 States â€œFirm must possess a minimum of seven (7) years of continuous experience in Construction Management at Risk Servicesâ€
Would the city consider a firm which has 4 years of experience in CMAR?
Our firm has completed over 30 Design Builds project, totaling over $170 million dollars in Broward, Miami Dade, and Palm Beach. We have a bonding Capacity of $70million single project/$125 million aggregate. We have also completed a $24 million comprehensive beautification CMAR project, one of a kind in all of the USA, with artistic details and imports from various countries, on a signature street in south Florida. With 4 years of

continuous CMAR experience and currently in a $13 million Progressive design build contract (a contract very similar to a CMAR). Our firm has over 35 years of experience and it would be beneficial for the city of Fort Lauderdale to allow us to participate in submittal and provide the city with the same quality and expertise we have provided the City of Coral Gables. We respectfully request this criteria to be modified **(Submitted: Jul 26, 2019 10:14:24 AM EDT)**

Answer

- Criteria remains as stated... 7 years. **(Answered: Jul 29, 2019 2:15:17 PM EDT)**

Question 8

please provide sample of contract **(Submitted: Jul 30, 2019 12:47:52 PM EDT)**

Answer

- Attached to Documents Page **(Answered: Aug 2, 2019 4:06:47 PM EDT)**

Question 9

how many substantial and final days are there? **(Submitted: Jul 30, 2019 1:03:12 PM EDT)**

Answer

- has not yet been established **(Answered: Aug 2, 2019 5:14:03 PM EDT)**

Question 10

Under the Contents of Qualifications Statement / Submittals (Page 25), above the Technical Approach it indicates that the page limit is 4 pages excluding City Forms and resumes. Is it the City's intent to have the entire technical approach section to be completed in 4 sheets. If so, it seems like this may need to be increased slightly to cover all of items being requested. May we suggest 10 sheets. This RFQ uses almost 3 pages in just describing what we need to provide.

Is there a page limit for the letter of interest? How about a total page limit? Please advise. **(Submitted: Jul 30, 2019 2:13:27 PM EDT)**

Answer

- Ten Sheets is fine. Please be advised that the statement is a request and not an absolute 'limit" requirement. We request that proposals be concise without unnecessary elaboration **(Answered: Aug 2, 2019 4:18:53 PM EDT)**

Question 11

Please provide "applicable deadlines" as referenced in RFQ Submittal Requirements under Cost/Schedule Control so that a timeline/schedule can be accurately created. **(Submitted: Jul 30, 2019 3:55:27 PM EDT)**

Answer

- The proposer should provide their own schedule and identify critical deadlines based on their approach. **(Answered: Aug 2, 2019 4:49:39 PM EDT)**