

FORT LAUDERDALE AQUATIC CENTER RENOVATIONS

RFP # 12072-483

Learn more about
**Kevin McGrath
& Jack Oren**

The Creators of
World-Class
AQUATIC FACILITIES

A NEW ERA FOR THE CITY

With the Premiere Design-Build Team



HENSEL PHELPS
Plan. Build. Manage.



CARTAYA &
ASSOCIATES
ARCHITECTS P.A.



**WELLER
POOLS**

Volume 1 of 2



HENSEL PHELPS

Plan. Build. Manage.

100 NE 3rd Avenue, Suite 440
Ft. Lauderdale, FL 33301
(P) 954.447.0000
(F) 954.827.7770

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Attn: Althea Pemsel, Asst. Procurement + Contract Manager

Subject: Fort Lauderdale Aquatic Center Renovation – Proposal for Design-Build GMP

Dear Ms. Pemsel,

Hensel Phelps along with our Design-Build Team would like to thank you for the opportunity to propose on the Fort Lauderdale Aquatic Center Renovation project. The proposal contains two separate volumes. The technical response is shown within Volume 1 while the conceptual design drawings are shown in Volume 2.

As an organization, the cornerstone of our company's strength is our ability to form long term relationships with our clients. Eighty percent (80%) of our projects nationally are for repeat clients. The value our people bring to every project is the ability to truly partner with clients to develop and execute project solutions that exceed all stakeholders' goals and expectations.

In addition to Hensel Phelps' own experience and strong qualifications to deliver the Fort Lauderdale Aquatic Center Renovation Project, we recognize that it will take a team of the most qualified experts in both design and construction to deliver this iconic and important project. With this understanding, Hensel Phelps has selected the most qualified local design professionals to approach the design and construction of all the elements that create this one-of-kind aquatic facility.

Hensel Phelps realizes the significance of renovating the Aquatic Center and what it represents for the City of Fort Lauderdale and South Florida. Our team is extremely excited about partnering with the City of Ft. Lauderdale returning the facility back to its iconic state when it first opened in 1965. We look forward to working closely with the City of Fort Lauderdale to restore this facility as a premier international destination for aquatic sports.

Sincerely,

Richard A. Cohen
Operations Manager

World-Class Innovators. Landmark Buildings. Inspiring Performance.

TABLE OF Contents



EXECUTIVE SUMMARY



1. PROPOSAL CONTACT PERSON INFORMATION



2. QUALIFICATIONS OF FIRM



3. QUALIFICATIONS OF TEAM



4. PROJECT METHODOLOGY & APPROACH



5. REFERENCES



6. PRICE PROPOSAL FORM



7. CONTRACT FORMS



APPENDICES

Clarifications & Assumptions
Contract Comments

The following pages represent Volume 1 of 2 of the proposal. This book includes all the requested information in the RFP section 4.2. A separate book has been provided labeled Volume 2 of 2 which contains the conceptual design drawings.

Executive Summary

The Fort Lauderdale Aquatic Center Renovation Project represents a unique opportunity to revitalize the rich history and tradition of a facility that has long been a landmark in the City of Fort Lauderdale. Residents, visitors and aquatic competitors alike have viewed this aquatic facility for decades as vital to not just the City's history but as an essential and complimenting element to the Museums that share this historic site.

While Hensel Phelps has been involved in building, renovating and restoring National Landmarks throughout the Country, the opportunity to support the City of Fort Lauderdale on this important project is truly special for the Hensel Phelps organization and the entire Hensel Phelps | Cartaya Design-Build Team (The Team). The culmination of over 80 years of building projects across the Country and two decades of delivering landmark projects in South Florida has allowed Hensel Phelps to organize a team for this project that is unequaled.

Only The Team of Cartaya and Associates, Counsilman-Hunsaker, Keith and Associates, Louis Berger, Langan and Weller Pools can provide the most qualified and respected designers and builders from not just Broward County but from across the United States. This team is defined by the following key characteristics:

- Local award winning design-builder that has maintained a regional office in the City of Fort Lauderdale.
- A design-builder that can provide local and experienced design-build professionals that are also supported on a National level by over 3,000 construction professionals who have delivered \$16.5 Billion of design-build projects over the last decade.
- Proven design team made up of the most respected local design firms that have worked throughout the City of Fort Lauderdale and Broward County for decades.
- The Nation's leading aquatic designer founded by Joe Hunsaker who is an inductee and member of the Swimming Hall Fame.
- The regions premier pool builder that has completed more competitive aquatic facilities than any other pool builder in the region.

This dedicated team has provided a comprehensive and RFP compliant proposal that meets all requirements of the Design Criteria Package (DCP) but is differentiated by the following characteristics:

- A complete conceptual design that meets all requirements of the RFP and the DCP
- An architectural appropriate design that extrapolates the existing architectural vocabulary to create a seamless integration of the old and new elements of the facility and site.
- A reimagined aquatic element layout which though different from the layout shown in the DCP, reduces the cost of building the project by well over \$1,000,000 while still meeting the requirements of the RFP and enhancing the facilities operational capabilities.
- Efficient designs that complement each other by facilitating quality through simple and constructible building elements.
- Added value elements in the proposed design include not just what is shown in the DCP but what is not shown and required in order to provide a complete and operational aquatic facility.

Combining this unparalleled experience with a thorough and detailed understanding of the RFP and DCP, The Team has identified that the City has a published budget that is not sufficient to build all elements as outlined in the DCP and the RFP. The City is urged when comparing competing proposals to use the information in this executive summary and the technical proposal to ensure other proposals are complete and RFP compliant. Any proposal received by the City that claims to be compliant and is below the published budget of \$20 million should be closely scrutinized and ultimately considered non-responsive.

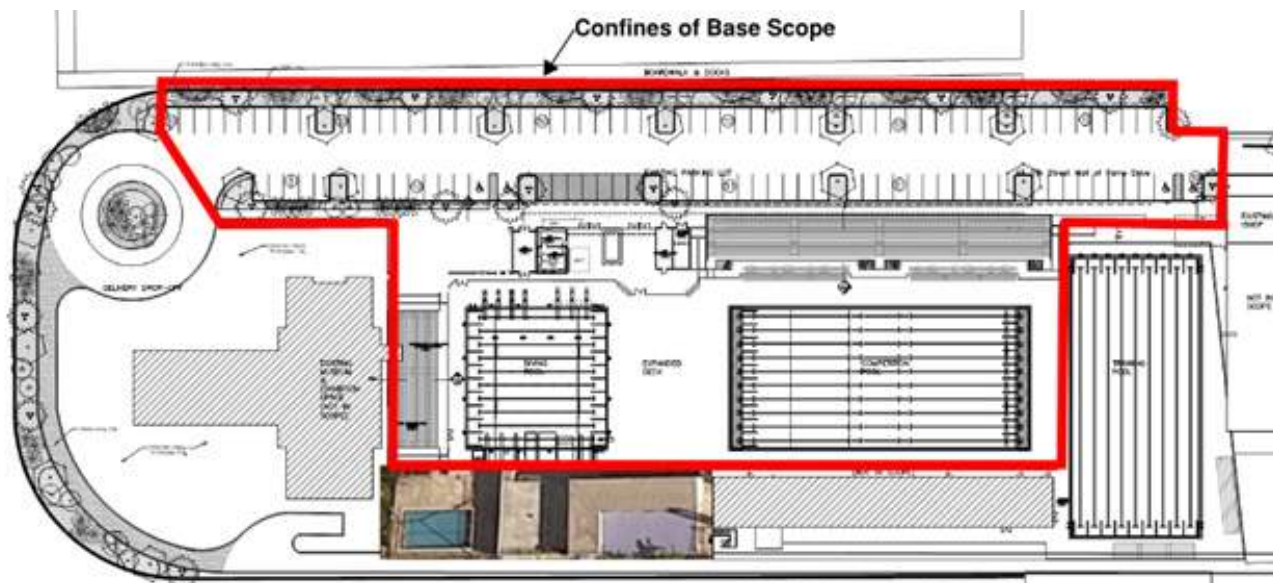
With the recognition that the project is significantly over the City's published budget, the Hensel Phelps team has developed an approach that would allow the City to move forward renovating the aquatic facility in multiple phases as funds are available to achieve all of the project objectives and goals. The foundation of this

phasing plan is based on categorizing key elements of the aquatic facility related to work that must be done under a base scope to create a world class competitive environment. A focus was also placed during this effort to give the City the option to delay or defer elements beyond the initial contract with Hensel Phelps and initial scope of the project. Toward that end the Hensel Phelps team has created five distinct categories of project elements:

Base Scope Elements – These elements represent essential project components that must be included in the renovation to achieve the minimum goals of the project. These include:

- Complete new competition pool and associated equipment
- Complete new dive pool and associated equipment
- New Dive tower and platforms
- New north grandstand building and spectator seating
- New spectator seating at dive pool
- New Concession, Ticket and Reception Building
- Re-grading and rebuilding of north parking lot to west circle.
- Included landscape allowance per RFP
- Upgrading site utilities as required to meet current codes.
- New FPL electrical vault / switchgear and electrical equipment room
- All rough-in for Colorado timing system
- Replacement of pool deck as required to construct Base Scope Elements
- Build new surge tank for training pool to support future renovation

The drawing below generally outlines the Base Scope described above.



Value Engineering Elements – These elements have been identified to represent the best value engineering items that do not limit the performance or functionality of the aquatic facility or diminishing the City's ability to upgrade the facility at a later date:

- | | |
|---|-------------|
| ➤ Remove UV System | (\$193,000) |
| ➤ Utilize liquid bleach in lieu of ChlorKing System | (\$591,000) |

City Purchased Elements- These project elements represent removable equipment that is not integral to the scope of the renovation project and can be purchased by the City outside of the GMP contract. These items can be incorporated into the facility prior to re-opening. In addition to the credit's applied to the proposal GMP, the City will realize saving from these values when they purchase the items directly and do not pay sales tax.

➤ Colorado Timing System	(\$506,000)
➤ Movable bulkheads	(\$569,000)
➤ Dive Stands and Spring boards at dive pool	(\$232,000)
➤ Musco Lighting Package	(\$704,000)
➤ Tax Savings on Direct Purchase by City (est. \$1,000,000 value)	(\$60,000)

Deferred Project Elements – These project elements can be built by the City later when additional funds are available from fundraising efforts or City appropriations.

➤ Renovate Training Pool per DCP	(\$1,738,000)
➤ Build new spa, equipment and new canopy	(\$276,000)
➤ Build new dryland dive training area and new canopy	(\$196,000)
➤ Build new teaching pool, equipment and new canopy	(\$929,000)
➤ New Public Restroom	(\$886,000)
➤ Build west grandstand building and equipment room for teaching pool.	(\$469,000)
➤ Work associated with south perimeter road to east side of circle.	(\$161,000)

Contract Terms and Contingency - These cost elements represent budgets included in the GMP price proposal that are costs which have been added based on direction given in RFI responses, contract terms and requirements in the RFP. These elements do not need to be carried in the GMP. The cost of some of these elements cannot be determined at this time and consequently the GMP may be inflated because these budgets are costs that may or may not be spent on the project.

➤ Reimbursable Permit Fees	(\$250,000)
➤ Unforeseen Conditions Contingency	(\$250,000)
➤ Contract Terms – Non-reimbursable costs per contract	(\$100,000)
➤ Owner Contingency	(\$420,000)
➤ Total Value of Deductive Elements Not Included in Base Scope	(8,530,000)

With the reductions listed above, and the negotiations of mutually agreeable contract terms, **Hensel Phelps is prepared to negotiate a Design-Build Contract to build all elements identified as Base Scope Elements above for a Guaranteed Maximum Price within the City's \$20 million budget.** In addition to the GMP, which would include the design and construction of all Base Contract Elements, the team would provide a complete design for the entire facility that meets all requirements of the DCP and RFP. This would allow the City to complete the project in phases and not require re-design of the facility to incorporate additional elements. The proposed approach provides the City with the best opportunity and greatest flexibility to move the project forward without limiting the City's ability to add project elements as funds become available. Project elements could be added either during the design and construction process or after the facility is open and operational.

Hensel Phelps trusts that the balance of the technical proposal which follows will serve as a basis to reinforce the key points in this executive summary and give the City the confidence to rank the Hensel Phelps Team as number one in the City's selection process.

The background image shows a water park slide at the Hyatt Grand Cypress. The slide is a light-colored, enclosed tube that winds through a rocky, landscaped area with palm trees. It ends in a pool of bright blue water. A sign on the rock wall reads "SLIDE INSTRUCTIONS" and another sign near the exit reads "SLIDE EXIT RULES". The pool has a depth marker of "2.6 FT 10M".

1

Proposal Contact Person Information

Hyatt Grand Cypress Pool
Orlando, Florida

SECTION ONE

Proposal Contact Person Information

4.2.1 Lead Design-Builder

Hensel Phelps will serve as the Lead Design-Builder whose signature grants authority.



Legal Name of Proposer: Hensel Phelps Construction Co.

FEIN Number: 84-0876644

Mailing Address: 100 NE 3rd Ave, Suite #440,
Fort Lauderdale, FL 33301

Contact Person: Richard Cohen, DBIA

Title: Operations Manager

Email: RCohen@HenselPhelps.com

Phone: 954.447.0000

Fax: 954.827.7700



2

Qualifications of Firm

National Training Center
Clermont, Florida

SECTION TWO

Qualifications of Firm

4.2.2 Business Structure

Hensel Phelps is an employee owned privately held corporation with over 3,000 employees across the country. Completing more than 179 Design-Build projects worth over \$16.5 Billion in the last decade, our employees are the most experienced qualified design-build professionals in the industry. Hensel Phelps is continuously recognized as a national leader in the design-build delivery method and has won more than 40 awards from the Design-Build Institute of America (DBIA). These projects include the Benjamin P. Grogan and Jerry L. Dove Federal Building in Miramar that won the 2015 DBIA National Project of the Year and the 2016 Associated General Contractors of America (AGC) Alliant Build America Award as well as 16 other awards for excellence in design and construction.

At the heart of the success of Hensel Phelps' projects are the construction professionals that work tirelessly to deliver landmark projects for clients. Over 100 Hensel Phelps employees are design-build accredited professionals (DBIA) and are certified by the Design-Build Institute of America as leaders in delivering projects through the design-build methodology. These professionals participate in annual continuing education programs to ensure they are always implementing the latest strategies and best practices of the industry. Richard Cohen, an accredited design-build professional, will be the Project Executive for the Fort Lauderdale Aquatic Center Renovations and has led design-build projects for almost two decades.

In addition to Hensel Phelps' own experience and strong qualifications to deliver the Fort Lauderdale Aquatic Center Renovations, Hensel Phelps recognizes that it will take a team of the most qualified experts in both design and construction of aquatic facilities to deliver this important and complex project. With this understanding, Hensel Phelps has selected the most qualified national and local design and construction professionals to approach the design and construction of the aquatic elements.

After a thorough evaluation of potential construction team members Hensel Phelps has determined Weller Pools is the only pool builder in the region with both the experienced personnel and relevant project experience capable of constructing and delivering this project alongside Hensel Phelps. Therefore, Hensel Phelps and Weller Pools have formed an exclusive team to join forces and bring a combination of unparalleled resources from both organizations to ensure the success on the aquatic center.

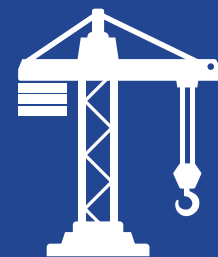
Though this is not a Joint Venture and Hensel Phelps will hold the direct contract with the City and remain responsible for the success and completion of the entire project, Weller Pools has been an exclusive integrated team member throughout the proposal phase and will remain an integrated team member throughout design and construction phases of the project. A joint project management team made up of Hensel Phelps' Kevin McGrath, Design-Build Project Manager, leading the overall design-build effort will work side by side with Weller Pools' Jack Oren, Aquatics Project Manager, to deliver this world class facility to the City of Fort Lauderdale. This seamless integration of Hensel Phelps' design-build leadership and Weller Pools expertise in constructing aquatics facilities provides a seamless business structure that will ensure the success of the Fort Lauderdale Aquatic Center Renovations.



\$16.5B
in Design-Build
projects in last
10 years



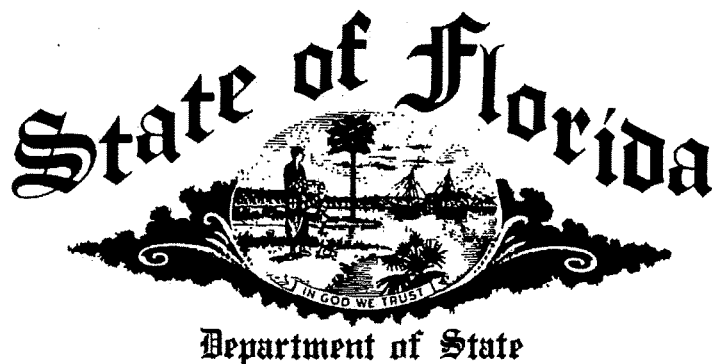
42
Design-Build
Awards



179
Design-Build
Projects in
last 10 years

Partnership Certificate

Below verifies that Hensel Phelps is a certified Delaware General Partnership.



I certify from the records of this office that HENSEL PHELPS CONSTRUCTION is a Delaware partnership, filed on June 7, 2016.

The document number issued to this registration is GP1600000696.

I further certify said partnership has not been canceled.

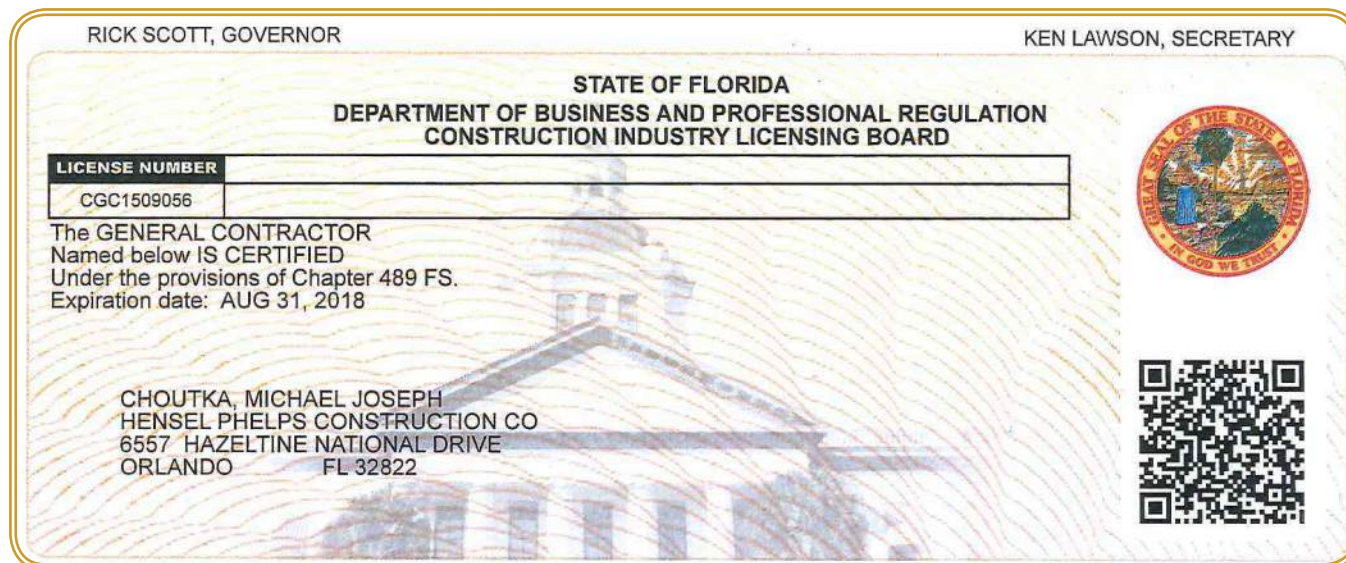
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighth day of November, 2017



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State

Licenses



Key Personnel

Name / Title	Firm	Phone Number	Fax Number	Email
Richard Cohen Operations Manager	Hensel Phelps	954.447.0000	954.827.7700	RCohen@HenselPhelps.com
Kevin McGrath Design-Build Project Manager	Hensel Phelps	407.832.5892	954.827.7700	KMcGrath@HenselPhelps.com
Chad Thompson General Superintendent	Hensel Phelps	954.447.0000	954.827.7700	CThompson@HenselPhelps.com
Alex de Armas Senior Estimator	Hensel Phelps	954.447.0000	954.827.7700	AdeArmas@HenselPhelps.com

Evidence of Insurance (Sample)

Below demonstrates Hensel Phelps' ability to comply with insurance requirements. The certificate below was provided by our insurance company, Flood & Peterson and represents the certification that would be provided for this project.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/15/2017															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632			CONTACT NAME: Rebekkah McGuire PHONE (A/C, No, Ext): (970) 356-0123 FAX (A/C, No): (970) 330-1867 E-MAIL ADDRESS: RMcGuire@FloodPeterson.com																
INSURED Hensel Phelps Construction Southeast District 6557 Hazeltine National Dr., Ste. 1 Orlando FL 32822			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liability	26247	INSURER C: Steadfast Insurance Company	26387	INSURER D: XL Insurance America, Inc.	24554	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																		
INSURER A: Zurich American Insurance Company	16535																		
INSURER B: American Guarantee and Liability	26247																		
INSURER C: Steadfast Insurance Company	26387																		
INSURER D: XL Insurance America, Inc.	24554																		
INSURER E:																			
INSURER F:																			
COVERAGES		CERTIFICATE NUMBER: CL17102520241		REVISION NUMBER:															
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL0369726413	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$													
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP369726113	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$													
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AUC928038416	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$													
D			US000689611L18A	1/1/2018	1/1/2019														
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC369726514	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000													
C	Professional and Pollution Liability		E0C937461714	1/1/2018	1/1/2019	Each Occurrence \$50,000,000 Aggregate \$50,000,000													
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Fort Lauderdale Aquatic Center Renovation, RFP No: 12072-183 Worker's Compensation Coverage includes an endorsement for Longshoreman and Jones Act. Property Insurance, Coverage B - Equipment Floater includes \$1,000,000 for Crane/On-Hook Coverage.																			
CERTIFICATE HOLDER				CANCELLATION															
City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, #619 Fort Lauderdale, FL 33301				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE N Keiser, CISR/NKEISE <i>Nancy Keiser</i>															

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD

Performance and Payment Bond



6060 South Willow Drive, Suite 200
Greenwood Village, CO 80111

Phone Number (720) 200-8423
Fax Number (720) 200-8398

December 15, 2017

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301
Attn: Althea Pemsel

RE: Fort Lauderdale Aquatic Center Renovation
501 Seabreeze Boulevard, Fort Lauderdale, FL 33316
RFP No: 12072-183

Dear Althea Pemsel:

Travelers Casualty and Surety Company, Hartford, CT, (NAIC #19038, A.M. Best rating A++, XV) a subsidiary of The Travelers Companies, Inc., has extended surety credit to Hensel Phelps Construction Co. (Hensel Phelps) and its affiliated companies for more than 60 years in connection with contracts aggregating billions of dollars. It is our opinion that Hensel Phelps is one of the most outstanding design-build and general construction organizations in the United States. Their skill, integrity, and financial responsibility are unquestioned.

Our established work program for Hensel Phelps authorizes this organization to bid contracts with performance and payment bond obligations up to \$350 Million per project as part of a total \$6 Billion aggregate backlog of work. Hensel Phelps has sufficient bonding capacity available for the captioned project, coincidentally with current and anticipated workloads. Should you enter into a contract with Hensel Phelps, it is our present intention to provide performance and payment bonds as required.

Please note this authorization is subject to our standard underwriting throughout the proposal process, including a review of acceptable bond forms, contract financing, contract terms, and other standard underwriting considerations.

If you have any questions please contact the surety company or the surety agent:

Chris Case, Travelers Casualty and Surety Company
P.O. Box 173713, Denver, CO 80217, (800) 525-8552


Royal Lovell, Flood and Peterson
P.O. Box 578, Greeley, CO 80632, (800) 356-2295

Sincerely,

Kelly T. Urwiller, Attorney-in-Fact
Travelers Casualty and Surety Company

Performance and Payment Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232145

Certificate No. 007373152

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint










Darlene Krings, Kelly T. Urwiller, Diane F. Clementson, Anthony P. Stimac, Royal R. Lovell, Russell D. Lear, Katherine E. Dill, K'Anne E. Vogel, Steve J. Blohm, Wesley J. Butorac, and Dulce R. Huggins

of the City of Greeley, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company


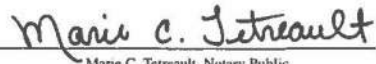


State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 11th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Performance and Payment Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

4.2.2 Subconsultants



Firm Name: Cartaya & Associates Architects

Location: Fort Lauderdale, FL

Service: Architecture/Lead Design Services

License: State of Florida Architecture #AAC001388

References: **John Dunnuck**, VP Operations Broward College
954.201.7405

John Hart, Former N. Lauderdale Mayor & Broward County
Commissioner
954.649.9185

Ownership: Corporation

Education/Experience: Education and Experience can be found in Section 3 -
Qualifications of Team.



Firm Name: Weller Pools

Location: Apopka, FL

Service: Aquatics General Contractor

License: State of Florida - CPC052511

References: **Matt Celinski**, Edwards Construction
352.854.6266 mcelinski@edwardsconstruction.com

Steve Davis, Welbro Building Corp
407.475.0800 sdavis@welbro.com

Ownership: Employee-Owned ESOP Company

Education/Experience: Education and Experience can be found in Section
3 - Qualifications of Team.



Counsilman-Hunsaker
AQUATICS FOR LIFE

Firm Name: Counsilman-Hunsaker

Location: St. Louis, MO

Service: Aquatics Consultant

License: State of Florida Professional Engineers #26225

References: **Steve Collins**, Women's Head Swimming Coach
Southern Methodist University
214.768.2944 collins@mail.smu.edu

David Fraseur, Associate Director - Aquatics
Purdue University
765.496.1346 fraseur@purdue.edu

Ownership: Corporation

Education/Experience: Education and Experience can be found in Section
3 - Qualifications of Team.

4.2.2 Subconsultants

Louis Berger

Firm Name: Louis Berger U.S., Inc.

Location: Pompano Beach, FL

Service: Structural engineering and MEP and fire protection

License: State of Florida Professional Engineers #31754

References: **Margi Galvovic-Nothard**, Glavovic Studio
954.524.5728 margi@glavovicstudio.com

Gustavo Berenblum, Principal, Berenblum Busch Arch.
305.200.5251 gb@bbamiami.com

Ownership: Corporation

Education/Experience: Education and Experience can be found in Section 3 - Qualifications of Team.



Firm Name: Keith & Associates, Inc.

Location: Fort Lauderdale, FL

Service: Civil & Landscape Designer

License: State of Florida - Engineering #7928, Landscape Architecture #LC26000457, Surveying & Mapping #LB6860

References: **Horacio Danovich**, CIP Engineer
City of Pompano Beach CRA
954.786.7834

Sowande Johnson, PE, Assistant City Manager
City of Parkland
954.757.4144

Ownership: Corporation

Education/Experience: Education and Experience can be found in Section 3 - Qualifications of Team.

LANGAN

Firm Name: Langan Engineering and Environmental Services, Inc.

Location: Fort Lauderdale, FL

Service: Geotechnical Engineering

License: state of Florida Professional Engineers #6601

References: **Paul Kissinger**
EDSA
954.524.3330

Armen Boyajian
Stillman Development
212.686.2400

Ownership: S-Corporation

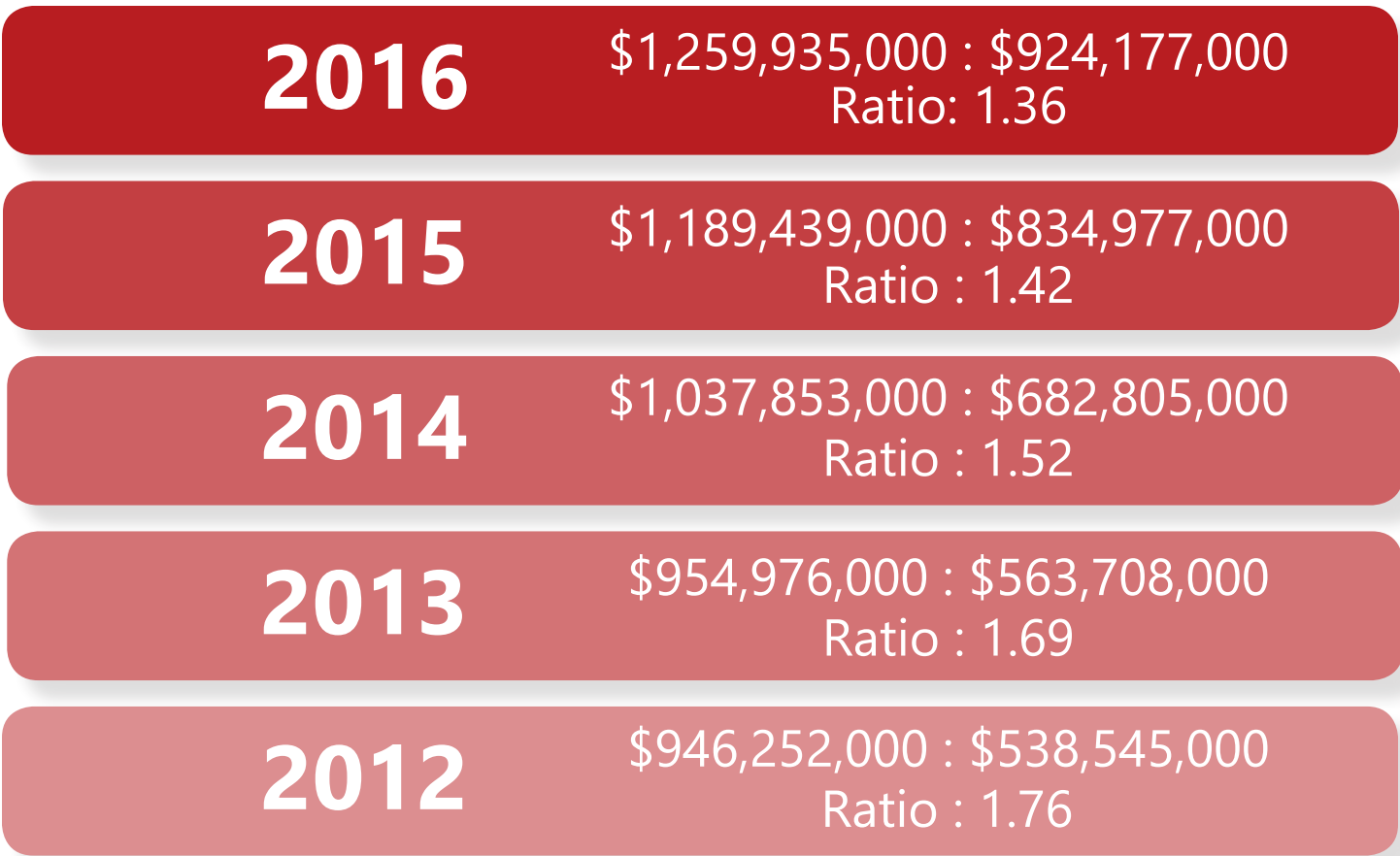
Education/Experience: Education and Experience can be found in Section 3 - Qualifications of Team.

4.2.2 Financials

Annual billings for each of the past three years.



Firm’s current ratio (assets/liabilities) for the last five years



4.2.2 Past Experience

As one of the Nation's top ranked design-builders, Hensel Phelps has experience that stretches across nearly all market sectors throughout Florida and the United States. With over \$25B in design-build projects, our construction professionals are well versed in design-build delivery and lead fully integrated, collaborative teams. Hensel Phelps' vast design-build experience and systematic approach, that has been proven on similar facilities, will translate into the following benefits for The City:

- ➔ Leverage the design-build process to start construction faster.
- ➔ Timely and direct communication to eliminate surprises.
- ➔ Staff experienced with design-build to implement Schedule and Constructability Reviews during design. This will eliminate changes during construction.

Included in this section are relevant projects from Hensel Phelps and our exclusive partner Weller Pools. The relevant experience of Weller Pools on the projects presented here, coupled with Hensel Phelps' broad experience on a wide range of public design-build projects, is unmatched in the industry, especially in the South Florida region.



Hensel Phelps and Weller Pools are currently working together on the new Aventura Hotel in Orlando, Florida.



HYATT GRAND CYPRESS POOL RENOVATION

Location: Orlando, Florida



Owner Point of Contact: Hyatt Development Corporation
Brad Marman, Director of Development
9801 International Dr., Orlando, FL 32819
407.284.1234
brad.marman@corphq.hyatt.com

Year Started & Completed: 08.24.2012-02.20.2013 (Completed 8 Days Early)

Original vs. Final Cost: \$4,694,530 // \$4,946,646



The upgrades provide a tranquil escape coupled with vibrant activities for people of all ages. Hensel Phelps added lush tropical landscaping, rock formations, and modern lighting. The pool boasts 12 waterfalls, a waterslide tower pavilion, water jet splash zone and two whirlpools. The 800,000-gallon, half-acre pool is separated by a rock cave you can swim underneath, with one side being perfect for kids and the other side a more peaceful, quiet setting. Seating walls within the rockwork and discovery paths lead to the rock-climbing stations, waterslide tower pavilion and separate heated pool. Additional features include a rope bridge across the pool, expansive, wraparound sundecks with private cabanas for rent and a poolside lounge serving specialty cocktails, sandwiches and more.

HILTON GRAND ISLANDER

Location: Honolulu, Hawaii



Owner Point of Contact: Hilton Worldwide
Steve Jacobson, Senior Project Manager
2023 Kalia Rd, Honolulu, HI 96815
808.521.2641
stephen.jacobson@hilton.com

Year Started & Completed: 06.14.2014-02.28.2017 (Completed On Time)

Original vs. Final Cost: \$230,609,000 // \$246,964,208



Hilton Grand Islander is a new 38-story tower amongst five other active hotel towers at the Hilton Hawaiian Village. The 662,000 square foot tower included the addition of 5 swimming pools including a 10,000 SF super pool, a beach and salt-water lagoon, a spa, children's recreation space, exercise facilities, luxurious 1, 2 and 3-bedroom suites, plus penthouse suites with full kitchens, restaurants and lounges, and an arrival/departure area.

MARRIOTT SOUTH BEACH HOTEL

Location: Miami Beach, Florida



Owner Point of Contact: Marriott International (Formerly)
Greg Cook (Currently with Ritz-Carlton)
954.302.6440

Year Started & Completed: 05.14.2007-12.21.2007 (Completed On Time)

Original vs. Final Cost: \$3,382,521 // \$3,382,521



The South Beach Marriott Terrace Renovation consisted of the demolition of an existing pool and terrace and construction of a new terrace and pool area. All new construction was adjacent to and on top of existing operational hotel components, and was subject to limited site access and work performed around the general public and hotel guests.

A focal point for the hotel, the new oceanside terrace and pool area consists of two 780 square foot, four-sided infinity edge glass tile swimming pools, a glass tile spa, a 345 square foot fountain with illuminated 40-foot glass water wall, two bathrooms, and a new outside restaurant seating area with a full-service bar on an elevated structure above the parking garage.



EDEN ROC BEACH RESORT RENOVATIONS

Location: Miami Beach, Florida



Owner Point of Contact: Marriott International (Formerly)
Greg Cook (Currently with Ritz-Carlton)
954.302.6440

Year Started & Completed: 01.02.2007-01.22.2009 (Completed 8 Days Early)

Original vs. Final Cost: \$75,840,161 // \$163,834,596



Hensel Phelps was selected as the general contractor for the renovations and additions to Miami Beach's historic Eden Roc Beach Resort. Construction consisted of updating the existing rooms, addition of retail space, restaurants, and ballrooms, and a new tower with guestrooms.

The project also consisted of renovating three elevated deck pools, a new in-ground pool, two spas, and all new equipment installed in the existing pool equipment room. These were completed in eight months total to include partial structural demolition and partial rebuild of existing elevated deck.



NOVA SOUTHEASTERN UNIVERSITY POOLS

Location: Dania, Florida



Louis Berger

Owner Point of Contact: NOVA Southeastern University
Jerry DuBois - JWR Construction
3450 SW 75th Avenue, Fort Lauderdale, FL
954.480.2800
jwr@jwrconstruction.cc

Year Started & Completed: 2008-2008 (Completed On Time)

Original vs. Final Cost: \$2,018,172 // \$1,159,002.40



State-of-the-art complex with a 50-meter pool and a diving well which serves the needs of NSU collegiate athletes as well as K-12 students at the private University School. Not only can the pool handle lap swimming, water polo and diving events at the same time, but it also is designed to conform with the NCAA and Olympic-level standards by including a stainless steel gutter system, dual-leg long-reach starting platforms and 4-inch anti-wave lane dividers.

The pool automatically monitors chlorine and acid levels, and a sparger system allows divers to land on a cushion of air bubbles. Surrounding the pool is a complete aquatics facility that features locker rooms, spectator stands, and timing equipment for record keeping and training rooms.

FSU COMPETITION POOLS



Location: Tallahassee, Florida



Owner Point of Contact: Florida State University Aquatics Center
Kim Hinckley, Florida State Aquatics
2560 Pottsdamer Street Tallahassee, FL
850-644-7665
khinckley@fsu.edu

Year Started & Completed: 2007-2008 (Completed On Time)

Original vs. Final Cost: \$2,312,300 // \$2,029,248



The 100,000 square foot athletic complex consists of separate swimming and diving tanks utilized by academics, athletics, and recreational swimmers.

The aquatic amenities consists of: 50-meter by 25-yard competition pool with water depths of 8 feet to 9 feet, two 4 foot wide bulkheads, eight 9 foot wide long-course lanes, 16 nine foot wide short-course lanes, and 20 seven foot wide cross-pool lanes, 115 square foot whirlpool spa with hydrotherapy jets, 75 foot by 60 foot diving pool with water depths of 14 feet to 17 feet, diving tower platforms with 1, 3, 5, 7½, and 10-meter.

LAKE HOWELL HIGH SCHOOL POOL FACILITY



Location: Winter Park, Florida



Owner Point of Contact: Lake Howell High School
Clay Parnell, Lake Howell Aquatics
4200 Dike Road Winter Park, FL
321-231-0688
jocflybon@aol.com

Year Started & Completed: 2016-2016 (Completed On Time)

Original vs. Final Cost: \$994,528 // \$728,136.73



The Lake Howell Aquatic Center, located in Winter Park, is the permanent home of Silver Hawk Aquatics. The facility includes:

- A 50-meter, 8-lane competition pool allowing for 20 lanes during short course season.
- 25-yard, 4-lane, teaching/instructional pool.
- State-of-the-art water filtration systems.
- Full Daktronics Timing System and Scoreboard

3

Qualifications of Team

City Aquatic Center
Oviedo, Florida

CAM 18-0726
Exhibit 3

Page 24 of 126

SECTION THREE

Qualifications of Team

4.2.3 Qualifications of Team

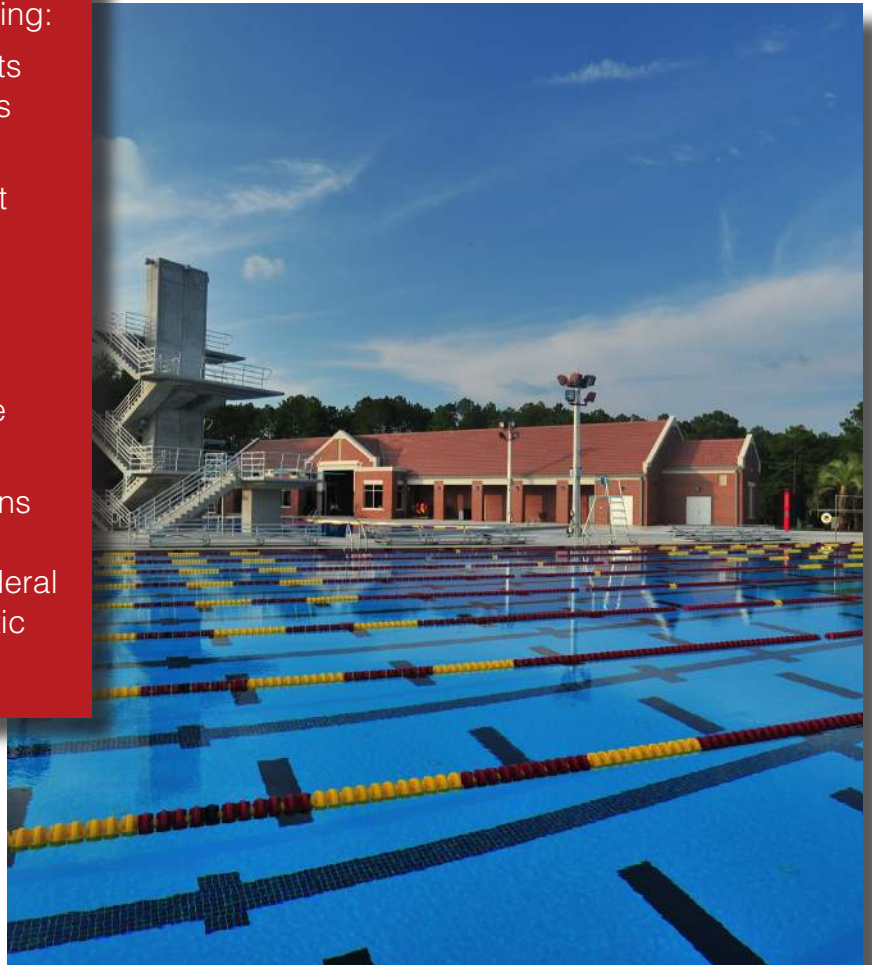
Hensel Phelps has assembled a team of the most highly qualified design and construction professionals in the industry to deliver this project to the City of Fort Lauderdale. The organizational charts and resumes included in this section identify not just the most experienced design firms in Broward County but national firms with qualifications that are unparalleled in the industry.

Our lead design firm, Cartaya and Associates, has supported projects in Broward County for nearly 40 years and our civil and landscape designer Keith and Associates has worked in Broward County for over two decades. These firms bring a combined passion for the community and for this project in particular due to its long history in City of Fort Lauderdale. A comprehensive understanding of the Swimming Hall of Fame's architectural relevance to the landscape of the City combined with their vast experience with all local permitted and approval agencies will be invaluable to the project. This knowledge and experience will also ensure the project is delivered on time to the satisfaction of all agencies and authorities involved.

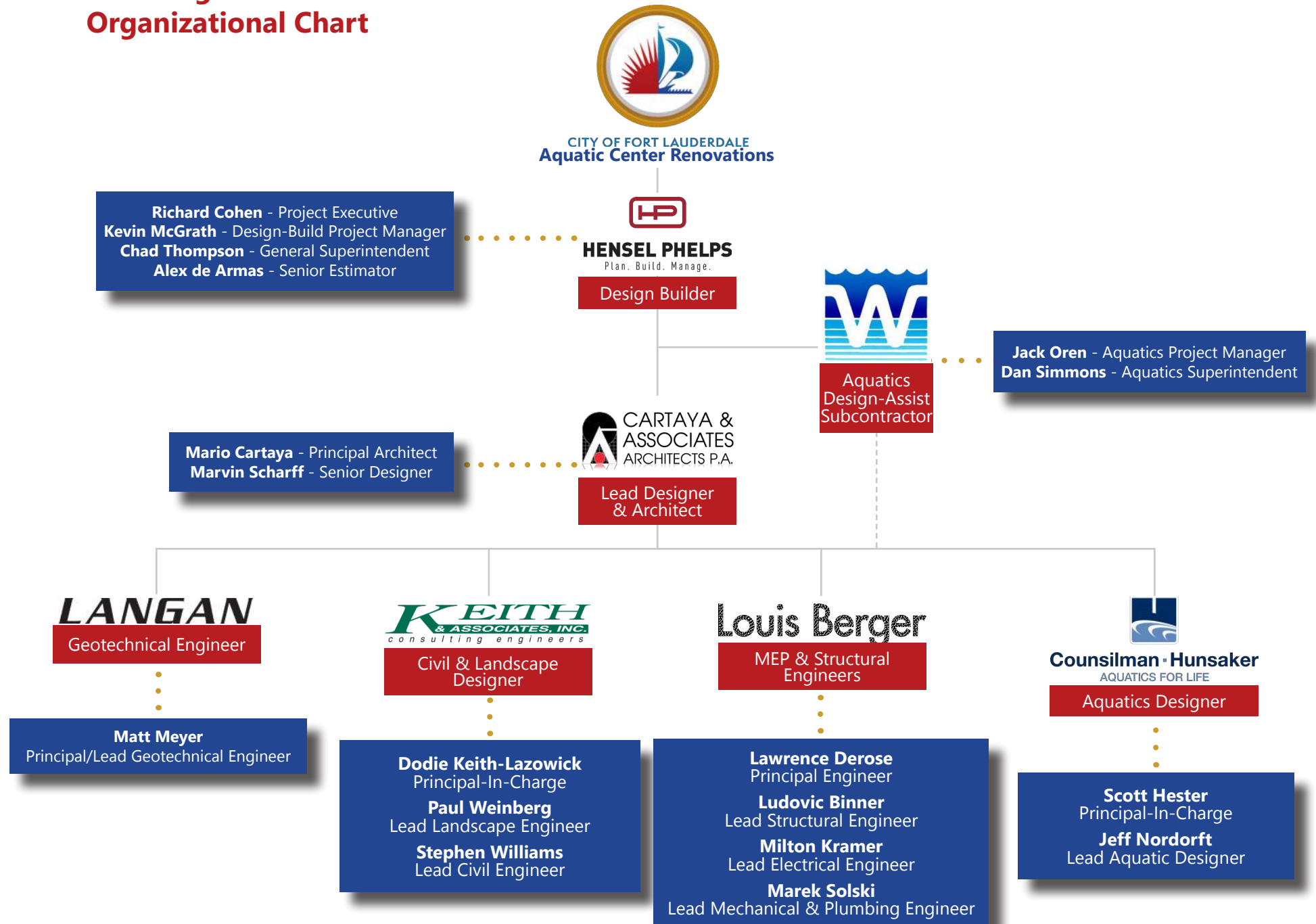
This local experience has been combined with the expertise of Counsilman-Hunsaker who is recognized in the industry and a national leader in aquatic design and consulting. Counsilman-Hunsaker has been involved with the various concepts of renovating the Swimming Hall of Fame Aquatic Center since 2012 and their founder Joe Hunsaker is an inductee and a member of the Swimming Hall of Fame.

Our Design-Build Team Members offer an unparalleled level of experience including:

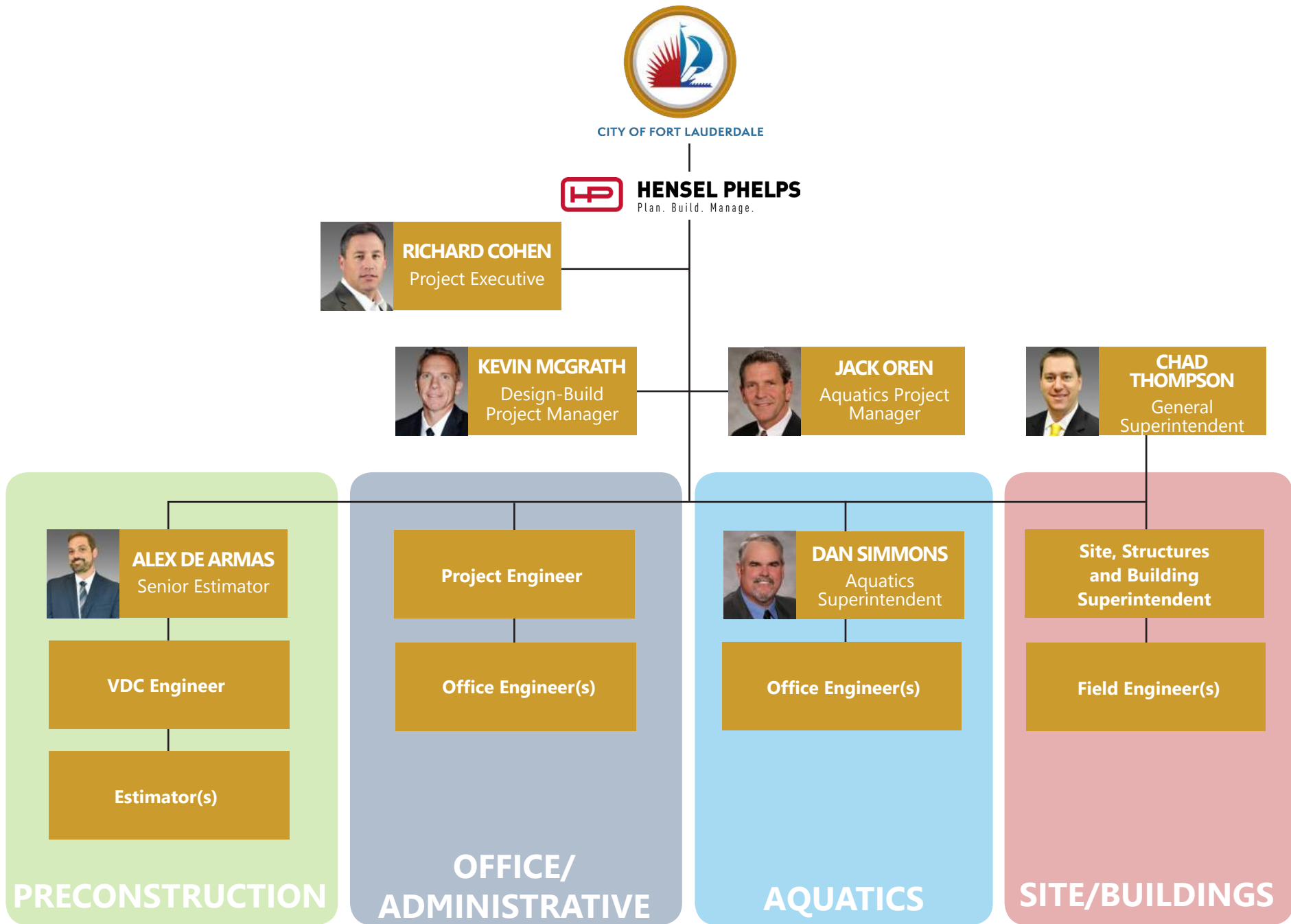
- ➔ Expertise of the requirements for complex aquatic facilities
- ➔ A careful management approach involving constant client communication
- ➔ Attentive cost and schedule control, utilizing an efficient process to provide aquatic facilities of the highest value
- ➔ A track record of meeting & exceeding client expectations such as the Benjamin P. Grogan & Jerry L. Dove Federal Building and the FSU Aquatic Center Complex



4.2.3 Design-Build Team Organizational Chart



4.2.3 Construction Team Organizational Chart



The Hensel Phelps | Cartaya Design-Build Team Members

Name Title	Yrs of Exp.	Area of Responsibility	Firm / Location	Education	Professional Registrations	Additional Professional Information
Rich Cohen Project Executive	27	Construction Management	Hensel Phelps Fort Lauderdale, FL	B.S., Construction Science & Management Clemson University	DBIA	ABC East Florida Chapter Member CASF Member
Kevin McGrath Design-Build Project Manager	28	Construction Management	Hensel Phelps Fort Lauderdale, FL	B.S., Civil Engineering The Ohio State University	N/A	ABC East Florida Chapter Member
Jack Oren Aquatics Project Manager	42	Aquatic Project Manager	Weller Pools Apopka, FL	B.S., Civil Engineering University of Texas	Licensed Contractor in FL, GA, TN, SC, NC, WV, MS, & AR	N/A
Chad Thompson General Superintendent	21	Construction Management	Hensel Phelps Fort Lauderdale, FL	B.S., Agricultural Engineering Technology University of Wisconsin, River Falls	N/A	ABC East Florida Chapter Member CASF Member
Alex de Armas Senior Estimator	16	Estimating	Hensel Phelps Fort Lauderdale, FL	B.S., Architecture University of Florida	N/A	ABC East Florida Chapter Member Fluent in Spanish
Dan Simmons Aquatics Superintendent	33	Site Superintendent	Weller Pools Apopka, FL	N/A	N/A	OSHA 30-Certified
Mario Cartaya Principal Architect	43	Architecture	Cartaya & Associates Fort Lauderdale, FL	M.S., Building Construction / B.A., Architecture University of Florida	AIA, RA, NCARB	Florida Registered Architect + Planner
Marvin Scharff Senior Designer	54	Architecture	Cartaya & Associates Fort Lauderdale, FL	A.A.S. Building Construction Pratt University	NCARB	Florida Registered Architect
Scott Hester, P.E. Principal-In-Charge	20	Aquatic Planning, Design and Engineering	Counsilman-Hunsaker St. Louis, MO	B.S., Civil Engineering Southern Illinois University	Professional Civil Engineer in AL, AZ, AR, DC, FL, GA, IL, KS, KY, LA, MD, MI, MS, MO, NE, NJ, NY, NC, ND, OH, OK, OR, PA, SC, TN, TX, VA, WA, WV, WI	Certified Pool/Spa Operator - NSPF American Society of Civil Engineers National Intramural Recreational Sports Association Power 25 Recipient, Most Influential Industry Professionals, Aquatics International.

The Hensel Phelps | Cartaya Design-Build Team Members

Name Title	Yrs of Exp.	Area of Responsibility	Firm / Location	Education	Professional Registrations	Additional Professional Information
Jeff Nordorft Lead Aquatics Designer	24	Aquatic Planning, Design and Engineering	Counsilman-Hunsaker St. Louis, MO	MBA University of Dubuque B.S., Mechanical Engineering University of Wisconsin	P.E. BD+C	Certified Pool/Spa Operator - NSPF Power 25 Recipient, Most Influential Industry Professionals, Aquatics International
Lawrence Derosé Principal Engineer	38	Structural	Louis Berger Pompano Beach, FL	B.S., Engineering Stevens Institute of Technology	N/A	American Society of Civil Engineer Fellow
Ludovic Binner Lead Structural Engineer	16	Structural	Louis Berger Pompano Beach, FL	A.S.+ M.S., Civil Engineering Institut National Des Sciences Appliquees	P.E.	Registered Professional Engineer in FL
Milton Kramer Lead Electrical Engineer	23	Electrical	Louis Berger Pompano Beach, FL	B.S., Electrical Engineering Tulane University	P.E. . LEED GA	N/A
Marek Solski Lead Mechanical & Plumbing Engineer	32	MEP	Louis Berger Pompano Beach, FL	B.S., M.S., Environmental Engineering Wroclaw University of Technology	P.E. LEED GA	N/A
Dodie Keith-Lazowick Principal In-Charge	35	Civil	Keith & Associates Fort Lauderdale, FL	B.S., Land Surveying University of Florida	Professional Land Surveyor	N/A
Paul Weinberg Lead Landscape Engineer	18	Civil	Keith & Associates Fort Lauderdale, FL	B.S., Landscape Architecture Michigan State University	PLA	American Society of Landscape Architects Member
Stephen Williams Lead Civil Engineer	47	Civil	Keith & Associates Fort Lauderdale, FL	B.S., Civil Engineering University of Florida	P.E.	N/A
Matt Meyer Principal/Lead Geotechnical Engineer	22	Geotechnical Engineering	Langan Fort Lauderdale, FL	M.S., Civil Engineering The Citadel B.S., Geotechnical Engineering Virginia Tech	P.E.	ASCE Member Geo-Institute Member DFI Member

4.2.3 Project Manager Experience

The Project Management team for the Aquatic Facility will be comprised of two Project Managers that will work as a cohesive team to meet the requirements of the RFP and the needs of the project. Kevin McGrath will serve at the Design Build Project Manager and will lead the entire design and construction group through the project. Kevin will also serve as the single point of contact for the City.

Jack Oren will serve as the Aquatic Project Manager. Jack will bring his decades of experience constructing aquatic facilities to the team and keep the aquatic elements of the project at the forefront of every decision made by the team.

Both Kevin and Jack will be a part of the Project Management team throughout both the design and construction phases of the project. This approach will bring seamless continuity to the project as the team transitions from design and construction and ensure a thorough understanding of the approved design is transferred to the field. This approach also provides the City with unparalleled project management through a team of two experienced industry experts working together to address every critical aspect of this important and complex project.



KEVIN MCGRATH - DESIGN-BUILD PROJECT MANAGER **RFP Project Manager Requirements**

- ✓ More than 5 years of experience as a project manager
- ✓ Completed more than 3 projects that included pool or aquatic amenities
- ✓ Has been with Hensel Phelps for 5 years as a project manager
- ✓ ***Kevin is committed 100% for the entirety of this project***



JACK OREN - AQUATICS PROJECT MANAGER **RFP Project Manager Requirements**

- ✓ More than 5 years of experience as a project manager
- ✓ Completed more than 3 projects that included pool or aquatic amenities
- ✓ Has been with Weller Pools for 29 years as a project manager
- ✓ ***Jack is committed 100% for the entirety of this project***



KEVIN MCGRATH

DESIGN-BUILD PROJECT MANAGER



EDUCATION



B.S., Civil Engineering

EXPERIENCE

28 Industry Experience

5 Years with HP

QUALS

ABC East Florida Chapter Member

Kevin McGrath is a graduate of The Ohio State University and has been with Hensel Phelps for five years as a Project Manager. Before joining Hensel Phelps, Kevin served as Project Manager for other well known general contractors throughout the Southeastern United States. Kevin is experienced with managing various hospitality jobs such as resorts, hotels, pool renovations, and themed attractions. For the City, he will be the Design and Preconstruction Project Manager and work directly with Jack Oren, the Aquatics Project Manager

KEVIN MCGRATH WILL BE 100% COMMITTED FOR THE DURATION OF THIS PROJECT.

PROJECT EXPERIENCE



HYATT GRAND CYPRESS POOL RENOVATION

Title: Project Manager
Location: Orlando, FL
Years of Construction: 2012-2013

Hyatt Development Corporation
Brad Marman, Director of Development
407.284.1234

Initial Cost: \$4.9 Million
Final Cost: \$4.9 Million

The project included the renovation of an 800,000 gallon half-acre lagoon-style pool with 12 waterfalls, grotto, spa tubs, a new rock climbing wall, an interactive water feature, a new water slide, a kid-friendly heated-pool and all surrounding pool decks, landscaping and rock-themed retaining walls.



MARRIOTT'S HARBOUR LAKE

Title: Project Manager
Location: Orlando, FL
Years of Construction: 2007

Marriott Vacation Club International
Herman Brame, Senior Area Director
407.247.2530

Initial Cost: \$57.5 Million
Final Cost: \$57.5 Million

This 52-acre, "Old Florida" themed resort with a "Key West" atmosphere, consists of 13 six-story timeshare buildings with a total of 900 units and recreation amenities that include two themed pools, an elaborate interactive water park, a miniature golf course, a boardwalk and a pier over Lake Willis.



MARRIOTT GRANDE VISTA RESORT

Title: Project Manager
Location: Orlando, FL
Years of Construction: 2004

Marriott Vacation Club International
Herman Brame, Senior Area Director
407.247.2530

Initial Cost: \$45 Million
Final Cost: \$45 Million

Construction of two six-story, 80,000 SF, 48-unit timeshare building and swimming pool complex. Concrete, masonry, door/frame/hardware and bath installation accessories were self-performed and managed by Kevin McGrath.



JACK OREN

AQUATICS PROJECT MANAGER



EDUCATION



B.S., Civil
Engineering

EXPERIENCE

42 Industry
Experience

29 Years with
Weller
Pools

QUALS

Licensed
Contractor in FL,
GA, TN, SC, NC,
WV, MS, & AR

Jack Oren is a graduate of the University of Texas and came to Weller Pools in 1988 with engineering and general construction experience. Jack is a licensed engineer in the State of Florida and has been involved with many of the large out-of-state projects for Weller Pools located in Georgia and Alabama, along with many projects throughout the state of Florida. Jack is also in charge of all Myrtha projects. For the City, he will serve as the Aquatics Project Manager and work directly with Kevin McGrath, the Design-Build Project Manager.

JACK OREN WILL BE 100% COMMITTED FOR THE DURATION OF THIS PROJECT.

PROJECT EXPERIENCE



DENISON UNIVERSITY COMPETITION POOLS

Title: Project Manager
Location: Granville, OH
Years of Construction: 2012-2013

Lincoln Construction, Inc.
Kurt Schmitt, Project Manager
614-457-6015

Original Contract Amount: \$2.3 Million
Final Cost: \$2.4 Million

The Trumbull Aquatics Center project consisted of the design and construction of a stretch 50 meter pool with two bulkheads and separate dive pool for 1m and 3m springboard diving.



NOVA SOUTHEASTERN UNIVERSITY COMPETITION POOLS

Title: Project Manager
Location: Davie, FL
Years of Construction: 2008

JWR Construction Services, Inc.
Jerry DuBois, Project Manager
954.480.2800

Original Contract Amount: \$2 Million
Final Cost: \$1.1 Million

The NSU Aquatics Institute project consisted of the construction of a stretch 50 meter pool with two bulkheads and integrated 17ft dive well for 1m and 3m springboard diving.



FLORIDA STATE UNIVERSITY AQUATICS CENTER

Title: Project Manager
Location: Tallahassee, FL
Years of Construction: 2007-2008

LLT Building Corporation
Kim Hinckley, Florida State Aquatics
850.644.7665

Original Contract Amount: \$2.3 Million
Final Cost: \$2 Million

For the FSU Aquatics Center project we designed and constructed a stretch 50 meter pool with two bulkheads and separate 17ft dive pool for 10m, 7.5m, and 3m platform diving.



RICHARD COHEN, DBIA

PROJECT EXECUTIVE



EDUCATION



B.S.,
Construction
Science &
Management

EXPERIENCE

27 Industry
Experience

23 Years with
HP

QUALS

Design-Build
Professional
(certified by DBIA)

ABC East Florida
Chapter Member

Richard Cohen is a graduate of Clemson University and brings 27 years of experience to the team. As Project Executive, he provides our project team and the City the leadership and vision crucial to the success of the project. By implementing our proven systems, he will assure that all the City's budgetary and quality goals are met. He is fully versed in all areas of estimating, purchasing, engineering, superintendency, and project management on both new construction programs and renovation projects.

PROJECT EXPERIENCE



BAPTIST HEALTH SOUTH FLORIDA HOTEL & CONFERENCE CENTER

Title: Operations Manager
Location: Miami, Florida
Years of Construction: 2016 - 2018

Baptist Health South Florida
Gina Romano, P.E., Program Manager
786.596.7741

Initial Cost: \$50 Million
Final Cost: Currently On-Budget

Hensel Phelps was selected as the Construction Manager at Risk for the new 184-key hotel, located in Miami, Florida. This hotel will have customary hotel front and back of house areas, a 150-seat farm-to-table restaurant and bar, and a pool deck and landscaped terrace. The scope of work also includes paved parking for 377 vehicles. Additional hotel facilities include a Wellness Center, administrative offices, classrooms, and simulation labs.



REYNOLDS CENTER FOR AMERICAN ART & PORTRAITURE & THE KOGOD COURTYARD

Title: Operations Manager
Location: Washington, DC
Years of Construction: 2003-2006

Smithsonian Institution
Debra Nauta-Rodriguez, Project Executive
703.838.4770

Initial Cost: \$100 Million
Final Cost: \$178 Million

Two-phase project included selective demolition and installation of underground utilities, as well as bringing the building into compliance with new energy-efficient mechanical, electrical, telecommunication and security systems. New features include an underground 364-seat, state-of-the-art auditorium, a conservation lab and art storage area, a cafe and shared museum store, and restored main entrances for both museums.



DC COURT OF APPEALS RENOVATION

Title: Operations Manager
Location: Washington, DC
Years of Construction: 2006-2009

Charron Consulting
Chris Charron, Owner's Representative
703.434.3838

Initial Cost: \$99 Million
Final Cost: \$117 Million

The District of Columbia (DC) Court of Appeals project located in the Judiciary Square near the National Mall is listed on the National Register of Historic Places. The DC Court of Appeals is the highest court of the District of Columbia. A 140,000 SF historic renovation and preservation of a 19th Century courthouse in the District of Columbia. The project included resotration of historic finishes, upgrade of mechancial systems and structural improvements.



CHAD THOMPSON

GENERAL SUPERINTENDENT



EDUCATION

River Falls

B.S., Agricultural
Engineering
Technology

EXPERIENCE

21 Industry
Experience

18 Years with
HP

QUALS

ABC East Florida
Chapter Member

Chad Thompson brings 18 years of experience to the project team. He has experience on hospitality, commercial, entertainment, and aviation projects with a major focus in South Florida. His organizational skills include a comprehensive understanding of the importance of project logistics and team building at the inception of a contract. He has maintained an outstanding safety performance record, and has completed all projects assigned to him on schedule - within budget, and to the client's complete satisfaction.

PROJECT EXPERIENCE



EDEN ROC BEACH RESORT RENOVATIONS

Title: Project Superintendent
Location: Miami Beach, FL
Years of Construction: 2007-2009

Marriott International (Formerly)
Greg Cook (Currently with Ritz-Carlton)
954.302.6440

Initial Cost: \$76 Million
Final Cost: \$164 Million

Hensel Phelps was selected as the general contractor for the renovations and additions to the historic Eden Roc Beach Resort. Construction consisted of updating the existing rooms, addition of retail space, restaurants, and ballrooms, and a new tower with guestrooms. The project also consisted of renovating 3 elevated deck pools, 1 new in ground pool, 2 spas, and all new equipment installed in the existing pool equipment room.



BAPTIST HEALTH SOUTH FLORIDA HOTEL & CONFERENCE CENTER

Title: General Superintendent
Location: Miami, Florida
Years of Construction: 2016 - 2018

Baptist Health South Florida
Gina Romano, P.E., Program Manager
786.596.7741

Initial Cost: \$50 Million
Final Cost: Currently On-Budget

Hensel Phelps was selected as the Construction Manager at Risk for the new 184-key hotel, located in Miami, Florida. This hotel will have customary hotel front and back of house areas, a 150-seat farm-to-table restaurant and bar, and a pool deck and landscaped terrace. The scope of work also includes paved parking for 377 vehicles. Additional hotel facilities include a Wellness Center, administrative offices, classrooms, and simulation labs.



UNIVERSAL'S AVENTURA HOTEL

Title: General Superintendent
Location: Orlando, FL
Years of Construction: 2017-Currently
On-Budget

Universal Studios Orlando
Russ Dagan, VP/Exec. Project Director
407.488.8041

Initial Cost: \$103 Million
Final Cost: Currently On-Budget

The new 17-story hotel includes 600 guestrooms plus an additional 13 kids suites. End rooms provide a panorama views of Downtown Orlando and Universal Orlando parks. The resort includes amenities such as restaurants like a rooftop bar and grill, multiple pools and hot tubs, a splash pad, an up-to-date fitness center, and public and support service areas along with associated site work and landscaping. On the lobby level, the resort will have a fast casual food hall.



ALEX DE ARMAS

SENIOR ESTIMATOR



EDUCATION



B.S., Architecture

EXPERIENCE

16 Industry Experience

1 Years with HP

QUALS

LEED Accredited

ABC East Florida Chapter Member

As the Senior Estimator on the project, Alex will serve as the team's cost management representative, establishing preliminary budgets and final cost estimates. He brings 16 years of experience to the team with an education focused in Architecture, giving him a unique understanding of preconstruction activities necessary for successful design and construction. Although he is new to Hensel Phelps, Alex is well versed in all aspects of procurement, and familiar with the market conditions unique to the City of Fort Lauderdale.

PROJECT EXPERIENCE



ATLANTIC SAPPHIRE SALMON FARM

Title: Senior Estimator
Location: Homestead, FL
Years of Construction: 2017-2018

Atlantic Sapphire
Arthur Hoynack
786.749.0742

Initial Cost: \$110 Million
Final Cost: Currently On-Budget

80 acre Salmon Farm with (36) 24ft high, 60ft diameter concrete tanks and associated process piping and filtration equipment as well as extensive geothermal cooling inclusive of (25) 50-foot wells for freshwater, a 2,000-foot well for saline water, and a 3,000-foot injection well.



FAIRWIND HOTEL

Title: Senior Estimator
Location: Miami Beach, FL
Years of Construction: 2007-2009

Oceanside, LLC
Mike Greenhaus
305.777.7373

Initial Cost: \$28 Million
Final Cost: \$28 Million

Incorporate new rooftop pool as part Historic restoration of 3 buildings, water features and 5 story addition in high profile location 1 block away from beach.



TRIPTYCH HOTEL

Title: Senior Estimator
Location: Miami, FL
Years of Construction: 2017-2020

HES Group
Jose Herrera
786.749.0742

Initial Cost: \$120 Million
Final Cost: Currently On-Budget

High traffic mixed use project, with challenging project boundaries/ restrictions, zero lot line underground basement, commercial pool, pool deck, amenities and water feature.



DAN SIMMONS

AQUATICS SUPERINTENDENT



EXPERIENCE

33 Industry Experience
33 Years with Weller Pools

QUALS

OSHA-30 Certified
Licensed Contractor in GA, TN, SC, NC, WV, MS, & AR

QUALS

33 Years of Aquatics Experience

Dan Simmons joined Weller Pools in 1985 with a strong knowledge of construction and form carpentry. Dan started with the company at a young age, and has worked his way up to being one of the premier aquatic builders in the country. Dan has extensive pool experience in the following venues: competition, water parks, resorts, and municipal, including multiple international projects. His experience includes 30-hour OSHA, Workers Comp Management Program, Trenching and Excavation, Confined Spaces, Wage/Hour and Safety/Health Compliance.

PROJECT EXPERIENCE



MARTIN COUNTY AQUATICS COMPLEX

Title: Aquatics Superintendent
Location: Stuart, FL
Years of Construction: 2011

Bayview Construction Corporation Kevin Abotte, Martin County Aquatics
772-320-3100

Initial Cost: \$3.8 Million
Final Cost: \$2.4 Million

The Martin County Aquatics Complex included a stretch 50m pool with deep end for 1m and 3m diving and a separate 25yd warm-up pool.



RANSOM EVERGLADES SCHOOL POOL FACILITY

Title: Aquatics Superintendent
Location: Hollywood, FL
Years of Construction: 2010-2011

John Moriarty and Associates of Florida
Andy de Angulo, Ransom Everglades Aquatics Director
305-460-8832

Initial Cost: \$2.8 Million
Final Cost: \$2.6 Million

The Ransom Everglades facility included a stretch 50m pool with two bulkheads and a separate 25yd warm up pool.



SAINT ANDREWS PREPARATORY SCHOOL

Title: Aquatics Superintendent
Location: Boca Raton, FL
Years of Construction: 2003

Sid Cassidy
Coastal Construction Contact
561-210-2128

Initial Cost: \$1.25 Million
Final Cost: \$1.0 Million

The Saint Andrews Preparatory project included a 50m pool with a corner dive well for 1m and 3m diving.



MARIO CARTAYA

PRINCIPAL ARCHITECT



EDUCATION



Masters Building
Construction
B.A., Architecture

EXPERIENCE

43 Industry
Experience

39 Years with
Cartaya &
Associates

QUALS

American Institute
of Architecture

Florida Registered
Architect &
Planner

Mario Cartaya is the founder and CEO of Cartaya and Associates Architects. He has built one of the area's most stable and successful Architectural Firms. His work has been recognized in several magazine and newspaper articles and covers. He has received numerous local and national awards including five Broward County Proclamations and national AIA awards. Mario will be the principal architect for this project. He will design and lead the design team towards a successful solution to the needs of the project and the City of Fort Lauderdale. He will ensure that the design complies with the programmatic requirements, building code requirements and budget.

PROJECT EXPERIENCE



CHUPCO'S LANDING COMMUNITY CENTER

Title: Principal Architect
Location: Fort Pierce, FL
Years of Construction: 2014-2015

Peter Picard
954.214.8423

Initial Cost: \$4 Million
Final Cost: \$4 Million

This new 16,914 SF, one story facility provides a place for gatherings, meetings, and various recreational activities. The facility includes a covered Olympic size pool with kiddie pool area, a fitness center, basketball and volleyball courts, administrative offices, billiards area, dining hall for approximately 250 people and a full service kitchen.



PEMBROKE PINES CITY CENTER

Title: Principal Architect
Location: Pembroke Pines, FL
Years of Construction: 2015-2016

Christina Sorensen
(954)392-2130

Initial Cost: \$60 Million
Final Cost: \$60 Million

This project includes a 173,630 SF Civic Center with a 3,500 seat acoustically designed Performing Arts/Banquet/Exhibition Grand Hall, a full Service Kitchen, Performing Dressing and Green Rooms, an exquisitely designed Grand Lobby and the Administrative offices for the City, a 6,000 SF Commission Chambers building; and a 10,500 SF Art Gallery. These three buildings surround a multi-media ready Community Plaza.



BROWARD COUNTY JUDICIAL CENTER

Title: Principal Architect
Location: Fort Lauderdale, FL
Years of Construction: 2012-2016

Steve Hammond
(954) 357-7762

Initial Cost: \$352 Million (early estimate)
Final Cost: \$220 Million

The project includes a new courthouse building with 730,000 SF of finished space to accommodate the needs of the Civil and Family Courts. It includes the County Clerk's office, County administrative offices, Judicial offices, Sheriff Department offices, adult and juvenile holding cells, evidence and fire arms storage as well as office and retail space.



MARVIN SCHARFF

SENIOR ARCHITECT



EDUCATION



AAS Building
Construction

EXPERIENCE

54 Industry
Experience

2 Years with
Cartaya

QUALS

Florida Registered
Architect

NCARB

Marvin Scharf has over 54 years of professional experience, serving both private and public clients. He has administered architectural design and construction administration services for over 50 million square feet of construction, including aquatic facilities, office buildings, Emergency Operations Centers, industrial and educational facilities, hotels, hospitals, banking facilities, recreational and park buildings, and cruise terminals. Marvin's leadership and continuous commitment to excellence in architecture is evident in the quality of the design work produced throughout his career.

PROJECT EXPERIENCE



CENTRAL BROWARD REGIONAL PARK

Title: Senior Architect
Location: Lauderdale, FL
Years of Construction: 2007-2008

Seawood Builders
Betti Massi
(954)421-4200

Initial Cost: \$49 Million
Final Cost: \$49 Million

Architect for design of 110-acre park that includes picnic shelters, party pavilions, lakes, an aquatics center, multi-purpose ball fields, beautiful shaded pathways and playgrounds. The middle of the park has a 5,000 seat multi-purpose stadium, designed as the first international cricket venue in North America.



RIVERLAND PARK COMMUNITY CENTER

Title: Senior Architect
Location: Fort Lauderdale, FL
Years of Construction: 2005

City of Fort Lauderdale
Irina Tokar, RA, NCARB, LEED, Sr Project
Manager
(954) 828-6891

Initial Cost: \$5 Million
Final Cost: \$5 Million

A 10-acre site which includes a neighborhood community center, an aquatics center which includes a "Learn to Swim" pool and a water playground, a passive park and a community garden, basketball courts, park with recreational equipment, pavilion and picnic areas. Scope of services included construction documents, permitting, coordination with design professionals and construction administration services.



TAMARAC AQUATICS: CAPORELLA AQUATIC CENTER

Title: Senior Architect
Location: Tamarac, FL
Years of Construction: 2003

City of Tarmac Parks & Rec
Greg Warner, Dr. of Parks & Rec
(954) 597-3620

Initial Cost: \$3 Million
Final Cost: \$3 Million

Architect for the design of an Aquatic Building and Fitness Center for the City of Tamarac. The architectural design of the building reflects the surrounding community. The Facility houses administrative facilities, toilets/locker/shower facilities and all equipment servicing the swimming pool.



SCOTT HESTER

PRINCIPAL-IN-CHARGE



EDUCATION



B.S., Civil Engineering

EXPERIENCE

24 Industry Experience

20 Years with Counselman-Hunsaker

QUALS

Professional Engineer - Civil

Certified Pool/Spa Operator - NSPF

ASCE Member

Scott Hester is responsible for managing the daily operations of Counselman-Hunsaker. Scott provides comprehensive industry experience in all aspects of Counselman-Hunsaker, including design and engineering, quality control, and facility operations. Scott has a reputation as a high-integrity, energetic leader having a diverse portfolio of experience in aquatic facilities spanning multiple market sectors. Scott is a recognized leader in the aquatic industry and has shared his knowledge by providing educational-based presentations throughout the country. A past recipient of the Aquatics International Power 25 award, Scott has published numerous articles ranging in topics from aquatic facility design to facility operations.

PROJECT EXPERIENCE



RICE UNIVERSITY

Title: Aquatics Designer
Location: Houston, TX
Years of Construction: 2008-2009

Interim Director of Facilities and Maintenance Services
713.348.6373

Initial Cost: \$32.6 Million
Final Cost: \$32.6 Million

Outdoor 50-meter competition pool with moveable bulkhead and springboard diving; and a 2,500 sq. ft. leisure pool with bench seating and water basketball.



PAN AM AND PARAPAN AM AQUATICS CENTRE & FIELD HOUSE

Title: Aquatics Designer
Location: Toronto, Canada
Years of Construction: 2013-2015

NORR
Mr. Frank Panici, Principal
416.926.4323

Initial Cost: \$205 Million
Final Cost: \$205 Million

Design of three pools for the 2015 Pan American Games Aquatics Centre and Field House housed on the University of Toronto Scarborough campus. Design included a 10 lane, competition pool. Second pool consists of a dive pool with 10-meter dive tower 5 meters deep. The third pool consists of a 10-lane, warm-up pool.



KENYON COLLEGE

Title: Aquatics Designer
Location: Gambier, OH
Years of Construction: 2004-2006

Director of Athletics, Fitness & Recreation
Mr. Peter Smith
740.427.5460

Initial Cost: \$54 Million
Final Cost: \$54 Million

Natatorium includes a 50-meter by 25-yard pool with one-meter and three-meter springboards. Features include 20 short-course lanes, nine long-course lanes, special wide gutter construction, and carefully calibrated water depth. A moveable bulkhead offers versatility to accommodate other uses including lessons, fitness, and activities.



JEFF NORDORFT, P.E., BD+C

LEAD AQUATICS DESIGNER



EDUCATION

UNIVERSITY of
DUBUQUE
Masters of Business
Administration
UNIVERSITY OF WISCONSIN
PLATTEVILLE
B.S., Mechanical
Engineering

EXPERIENCE

24 Industry
Experience
12 Years with
Counselman-
Hunsaker

QUALS

Professional Engineer
LEED BD+C
Accredited
Certified Pool/Spa
Operator - NSPF
Power 25 Recipient

Jeff Nodorft is an award-winning design principal with a wealth of experience in the planning and design of aquatic facilities. Licensed in 17 states, Jeff has completed hundreds of swimming pool projects in his professional career. As a LEED Accredited Professional, Jeff manages the entire project, from the initial concept design, design management and project leadership throughout the construction administration process. Jeff's engineering responsibilities also include the design of all swimming pool mechanical systems. Jeff's expertise and understanding of the aquatic industry provides practical, cost-effective, and efficient designs, along with a unique understanding of aquatic programs and their requirements.

PROJECT EXPERIENCE



HUNTSVILLE AQUATIC CENTER

Title: Aquatics Designer
Location: Huntsville, AL
Years of Construction: 2016-2017

General Services Administrative Officer
Mr. Ricky Wilkinson
256.427.5670

Initial Cost: \$22 Million
Final Cost: \$22 Million

The city's new \$22 million Huntsville Aquatics Center opened in July 2017. The stunning new facility features three large pools, new restrooms, conference and hospitality space, offices and concessions, and a new terrace overlooking the Brahan Spring Park lagoon. The 22,000 square foot natatorium addition features a 12,600 square foot competition pool and a 3,200 square foot therapy pool.



ENSWORTH SCHOOL

Title: Aquatics Designer
Location: Nashville, TN
Years of Construction: 2010-2012

Ensworth School
Mr. Christian Bahr
615.301.8909

Initial Cost: \$19 Million
Final Cost: \$19 Million

Prepared an Aquatic Business Plan to review revenue and expense estimations for a potential aquatic facility capable of training, fitness, swim meets, and wellness programming. As a result of the study, the school district decided to move forward with the design of a new natatorium on the high school campus for training, fitness, wellness and competitive use. The natatorium features a 12,400 square foot ten lane, 50-meter competition pool and an 860 square foot teaching pool.



DULLES SOUTH RECREATION AND COMMUNITY CENTER

Title: Aquatics Designer
Location: South Riding, VA
Years of Construction: 2004-2006

Director of Athletics, Fitness & Recreation
Mr. Peter Smith
740.427.5460

Initial Cost: \$54 Million
Final Cost: \$54 Million

Project included an 81,000 sq. ft. addition with recreation and fitness areas, an elevated running track, a competition and leisure pool, a climbing wall and program facilities.

Aquatic features include:

- 13,000 sq. ft. Competition Pool
- 4,500 sq. ft. Leisure Pool
- 250 sq. ft. Spa



MATT MEYER, PE, D.GE

PRINCIPAL/LEAD GEOTECHNICAL ENGINEER

LANGAN

EDUCATION

THE CITADEL
SCHOOL OF ENGINEERING
M.S., Civil
Engineering



B.S., Geotechnical

EXPERIENCE

22 Industry
Experience

21 Years with
Langan

QUALS

Deep Foundations
Institute Member

ASCE Member

Geo-Institute
Member

Matt Meyer has 22 years of geotechnical engineering and project management experience. He has also practiced in the international setting including the Middle East, Europe, and various Caribbean islands. His project experience includes subsurface investigations, design and construction oversight of large-scale high-rise development as well as commercial, residential, hospitality, retail, convention centers, sport arenas, resorts, malls, large-tract townhome/residential developments, marinas, wharfs, retention structures, vehicular bridges and tunnels as well as providing expert witness, deposition/court testimony and dispute resolution on geotechnical related issues.

PROJECT EXPERIENCE



LAS OLAS CORRIDOR IMPROVEMENTS

Title: Geotechnical Engineer
Location: Fort Lauderdale, FL
Years of Construction: N/A

EDSA
Paul Kissinger
954.524.3330

This project consists of the construction of a 5-level parking garage at the NW corner of S Birch Road and E Las Olas Boulevard as well as support structures, porte cochere, and water features at the SE corner of E Las Olas Boulevard. Langan provided design phase geotechnical services and observation/monitoring during pile load testing and pile installations.



TRUMP INTERNATIONAL HOTEL (CONRAD)

Title: Geotechnical Engineer
Location: Fort Lauderdale, FL
Years of Construction: N/A

Stillman Development
Armen Boyajian
212.686.2400

This project consisted of the construction of a 24-story condominium-hotel tower with a 7-story garage on the west side and a 5-story retail building on the east side of the site. Langan provided design phase geotechnical engineering services and monitoring/observation during load testing and production pile installations.



W HOTEL

Title: Geotechnical Engineer
Location: Miami Beach, FL
Years of Construction: N/A

Related
David Harrison
561.227.0290

This project consisted of the construction of a 19-story hotel tower, a connecting garage with subterranean level, and back-of-house subterranean access hallway. The previously occupied site contained precast concrete driven piles which required some extraction as well as rearrangement of new piles due to conflicts. Significant dewatering was required and at some locations tremie sealed cofferdams were implemented. Langan provided design phase geotechnical services and monitoring/observation during load testing and production pile installations.



DODIE KEITH-LAZOWICK

PRINCIPAL-IN-CHARGE



EDUCATION



B.S., Land
Surveying

EXPERIENCE

35 Industry
Experience

11 Years with
Keith and
Associates

QUALS

Professional
Land
Surveyor

Ms. Dodie Keith-Lazowick is well-known to the community and the agencies through her years of professional practice, local involvement and as a 50+ year resident of Broward County. Dodie's South Florida experience has encompassed many phases of construction management, surveying and mapping, land planning, site engineering design, agency permitting and subsurface utility locating. She will be responsible for ensuring that Keith & Associates allocates the resources necessary for the Fort Lauderdale Aquatics Center and provide executive oversight of her team. She has particular expertise in governmental liaison and has been extremely successful as an advocate for permitting.

PROJECT EXPERIENCE



PIER PARKING GARAGE

Title: Principal
Location: Pompano Beach, FL
Years of Construction: 2015-2016

City of Pompano Beach CRA
Horacio Danovich, CIP Engineer
954-786-7834

Initial Cost: \$19.1 Million
Final Cost: \$19.1 Million

The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels and retail space on the ground level. The Pompano Beach CRA has ambitious plans for the redevelopment of the area and the need for additional parking facilities is critical for the future of this beach community.



POMPAÑO BEACH BOULEVARD STREETSCAPE

Title: Principal
Location: Pompano Beach, FL
Years of Construction: 2010-2013

City of Pompano Beach CRA
Horacio Danovich, CIP Engineer
954-786-7834

Initial Cost: \$7.9 Million
Final Cost: \$7.9 Million

Civil Engineering Design and Surveying for the development of a unique beach front venue including a signature plaza at the end of Atlantic Boulevard, enhancement of roadway and on-street parking, pedestrian pathways, streetscape/landscape, drainage improvements, relocation, utility infrastructure along Pompano Beach Blvd and underground of overhead utilities from Atlantic Boulevard to NE 5th Street.



DC ALEXANDER PARK IMPROVEMENT

Title: Principal
Location: Fort Lauderdale, FL
Years of Construction: Currently On
Schedule

City of Fort Lauderdale CRA
Thomas Green
954-828-4008

Initial Cost: \$8 Million
Final Cost: Currently On-Budget

The improvements include a signature, family oriented artistic interactive element, restroom facility with attached concession stand, shaded seating areas, inviting greenspace and landscape areas, turtle-compliant lighting, security cameras and the removal of the existing parking lot. Additionally, SE 5th Street is envisioned as becoming a closed two-way street.



PAUL WEINBERG, PLA

LEAD LANDSCAPE ENGINEER



EDUCATION

MICHIGAN STATE
UNIVERSITY

B.S. Landscape
Architecture

EXPERIENCE

18 Industry
Experience

1 Years with
Keith and
Associates

QUALS

American Society
of Landscape
Architects Member

Mr. Paul Weinberg, PLA, is a multi-talented designer and team leader who has been based in South Florida since 2000. During this time, he has worked with a variety of significant public sector projects including urban parks, plazas, streetscapes and waterfront projects that provide meaning and purpose to the community. He has a unique understanding of how to create immersive and memorable public spaces that strengthen civic identity to bring vitality to the larger area. Mr. Weinberg works with artists and other consultants with innovative skills to create transcendent spaces. He is committed to a team-based approach that delivers creative, thought-provoking solutions tailored to the distinct character of each project.

PROJECT EXPERIENCE



LAKE WORTH BEACH COMPLEX

Title: Lead Designer
Location: Lake Worth, FL
Years of Construction: Currently On-Schedule

CPZ Architects, Inc.
Chris P. Zimmerman, AIA, President
954-792-8525

Initial Cost: \$8 Million
Final Cost: Currently On-Budget

The property features an oceanfront park, restrooms, playground and picnic facilities which complement the William O. Lockhart Municipal Pier. Renovations to the pool, casino and parking are intended to address deficiencies, while enhancing the user experience of this iconic development.



POMPAÑO BEACH BOULEVARD STREETSCAPE

Title: Landscape Architect
Location: Pompano Beach, FL
Years of Construction: 2010-2013

City of Pompano Beach CRA
Horacio Danovich, CIP Engineer
954-786-7834

Initial Cost: \$7.9 Million
Final Cost: \$7.9 Million

Civil Engineering Design and Surveying for the development of a unique beach front venue including a signature plaza at the end of Atlantic Boulevard, enhancement of roadway and on-street parking, pedestrian pathways, streetscape/landscape, drainage improvements, relocation, utility infrastructure along Pompano Beach Blvd and underground of overhead Utilities from Atlantic Boulevard to NE 5th Street.



DC ALEXANDER PARK IMPROVEMENT

Title: Landscape Engineer of Record
Location: Fort Lauderdale, FL
Years of Construction: Currently On-Schedule

City of Fort Lauderdale CRA
Thomas Green
954-828-4008

Initial Cost: \$8 Million
Final Cost: Currently On-Budget

The improvements include a signature, family oriented artistic interactive element, restroom facility with attached concession stand, shaded seating areas, inviting greenspace and landscape areas, turtle-compliant lighting, security cameras and the removal of the existing parking lot. Additionally, SE 5th Street is envisioned as becoming a closed two-way street.



STEPHEN WILLIAMS, P.E.

LEAD CIVIL ENGINEER

KEITH & ASSOCIATES, INC.
consulting engineers

EDUCATION



B.S., Civil
Engineering

EXPERIENCE

47 Industry
Experience

3 Years with
Keith and
Associates

QUALS

Professional
Licensed
Engineer

Stephen Williams has been engaged in civil and transportation engineering design and construction in South Florida. Stephen has served as the record engineer for numerous transportation, utility, water management, municipal, aviation, recreation, roadway and land development projects in South Florida. Projects have included roadway and site engineering design and analysis for both private and governmental clients. He has served as the general municipal civil engineering consultant to the city of Fort Lauderdale. Stephen is fully knowledgeable with local Maintenance of Traffic regulations and has prepared numerous Traffic Control Plans in accordance FDOT Design Standards Index No. 600.

PROJECT EXPERIENCE



PIER PARKING GARAGE

Title: Civil Engineer
Location: Pompano Beach, FL
Years of Construction: 2015-2016

City of Pompano Beach CRA
Horacio Danovich, CIP Engineer
954-786-7834

Initial Cost: \$19.1 Million
Final Cost: \$19.1 Million

The new parking garage includes five stories, 625 parking spaces, speed ramp to facilitate access to higher levels and retail space on the ground level. The Pompano Beach CRA has ambitious plans for the redevelopment of the area and the need for additional parking facilities is critical for the future of this beach community.



PORT EVERGLADES SOUTHPORT PHASE IX-B CONTAINER YARD STORMWATER REPORT

Title: Civil Engineer of Record
Location: Fort Lauderdale, FL
Years of Construction: N/A

City of Fort Lauderdale Seaport
Engineering & Construction Division
Matthew Harold, P.E.
954-468-0157

Initial Cost: \$2.8 Million
Final Cost: \$2.8 Million

This 23 acre Southport IX-B, Project proposes to construct the paved laydown/storage yards for shipping containers or other port storage requirements. This involves the paving of Parcels A, B and C. The Project also includes the construction of an additional 1.2 Ac. dry retention area.



DC ALEXANDER PARK IMPROVEMENT

Title: Civil Engineer of Record
Location: Fort Lauderdale, FL
Years of Construction: Currently On-Schedule

City of Fort Lauderdale CRA
Thomas Green
954-828-4008

Initial Cost: \$8 Million
Final Cost: Currently On-Budget

The improvements include a signature, family oriented artistic interactive element, restroom facility with attached concession stand, shaded seating areas, inviting greenspace and landscape areas, turtle-compliant lighting, security cameras and the removal of the existing parking lot. Additionally, SE 5th Street is envisioned as becoming a closed two-way street.



LAWRENCE DEROSE, P.E. Louis Berger

PRINCIPAL-IN-CHARGE

EDUCATION



B.S., Engineering

EXPERIENCE

38 Industry Experience

38 Years with Louis Berger

QUALS

American Society of Civil Engineer Fellow

Laqrence DeRose has been working in Broward and Dade Counties since 1979. He has worked on a full range of project development and management programs, and been responsible for the design and successful completion of the Pompano Beach office. He is experienced in all aspects of planning and directing studies involving large and small-scale site development for government planning programs (including feasibility, construction, and development); regulatory aspects of land use; and practical applications of structural materials. Lawrence will provide executive oversight over his structural engineering team. He will work closely with Ludovic Binner throughout the duration of this project.

PROJECT EXPERIENCE



COLLEGIATE COMPETITION POOL/ DIVING CENTER

Title: Principal-in-Charge
Location: NOVA Southeastern University,
Davie, Florida
Years of Construction: 2007-2009

NOVA Southeastern University
Randy Seneff
954.262.8805

Initial Cost: \$6 Million
Final Cost: \$6 Million

Design of a 1.2 million-gallon pool, as well as the structural, electrical, and mechanical engineering, water treatment systems; and geometry keeping with NCAA requirements. The largest volume pool in Broward County, it was designed and built to FINA standards. Work also included a complete aquatics facility featuring locker rooms, spectator stands, timing equipment for record keeping, and training rooms.



KINGS POINT COMMUNITY CENTER NATATORIUM

Title: Principal-in-Charge
Location: Delray, Florida
Years of Construction: 2013-2014

Vesta Property Services
Bob Mosley
561.499.3335

Initial Cost: \$3.1 Million
Final Cost: \$3.2 Million

New indoor pool project where we coordinated design disciplines including architectural; pool engineering; and structural, mechanical and electrical engineering. New state-of-the-art saline disinfection, high rate sand filters, variable frequency drives for direct motor and digital pool controllers with connected building mgnt. software for monitoring specified and installed. The building was insulated in preparation for a new dehumidification system.



CENTRAL BROWARD REGIONAL PARK

Title: Principal-in-Charge
Location: Lauderdale, Florida
Years of Construction: 2007-2008

Seawood Builders
Betti Massi
954.421.4200

Initial Cost: \$49 Million
Final Cost: \$49 Million

Responsible for civil, structural, mechanical, electrical and plumbing design of a 110-acre park. It included an aquatics complex featuring an instructional swimming pool and an activity pool with modern play equipment, a 5,000-seat multi-purpose stadium and entertainment complex (can be expanded to 20,000 spectators), a boat rental facility, lighted soccer/football fields and courts for netball, tennis, and basketball.



LUDOVIC BINNER, P.E.

LEAD STRUCTURAL ENGINEER

Louis Berger

EDUCATION



A.S. & M.S.,
Civil Engineering

EXPERIENCE

16 Industry
Experience

15 Years with
Louis Berger

QUALS

Registered
Professional
Engineer in FL

Ludovic Binner's is a senior structural engineer whose experience includes structural design, wind frame analysis, calculations, special inspections, and construction administration for various types of projects. As a structural engineer for Louis Berger, Ludovic is responsible for the design and detailing of various types of structures. He is responsible for planning and conducting work requiring judgment and independent evaluation, selection and substantial adaption and modification of standard structural techniques, procedures and criteria. Through management of projects requiring intensive coordination between engineering disciplines, he contributes to the development of integrated design solutions.

PROJECT EXPERIENCE



CENTRAL BROWARD REGIONAL PARK

Title: Structural Engineer
Location: Lauderdale, Florida
Years of Construction: 2007-2008

Seawood Builders
Betti Massi
954.421.4200

Initial Cost: \$49 Million
Final Cost: \$49 Million

Responsible for structural design of a 110-acre park. It included an aquatic complex featuring an instructional swimming pool and an activity pool with modern play equipment, a 5,000-seat multi-purpose stadium and entertainment complex that can be expanded to hold 20,000 spectators, a boat rental facility, lighted soccer/football fields and courts for netball, tennis, and basketball.



LAS OLAS OCEAN RESORT

Title: Structural Engineer
Location: Fort Lauderdale, Florida
Years of Construction: 2015-2018

Turnburry Associates
Gene Kessler
305.491.5055

Initial Cost: \$50 Million
Final Cost: \$50 Million

Structural design for the 12-story, high rise hotel which sits atop a garage podium. The hotel features 136 rooms. The garage utilizes a mechanical parking system to stack 257 cars automatically without parking stalls. This is the first time this system is being used in Broward County. When developing the details for the project the geometry was carefully figured to account for valet services and the circulation of the traffic.



CLAREMONT HOTEL

Title: Structural Engineer
Location: Miami Beach, Florida
Years of Construction: 2012-2015

Claremont Partners, LLC
Nish Patel
704.752.7901

Initial Cost: \$8 Million
Final Cost: \$8 Million

Structural design for renovation and preservation of a 3-story hotel building, including a rooftop pool, public access roof deck, egress and required facilities. The historical structure was evaluated and investigated for added pool and deck system weights and occupancy loads. Improvements also included flood proofing and structural evaluation of the below ground spaces required by FEMA. The site work included sidewalks around building, site drainage.



MILTON KRAMER, P.E., LEED GA **Louis Berger**

LEAD ELECTRICAL ENGINEER

EDUCATION



B.S., Electrical
Engineering

EXPERIENCE

23 Industry
Experience

14 Years with
Louis Berger

QUALS

Registered
Professional
Engineer in FL
and LEED Green
Associate

Milton Kramer specializes in designing electrical distribution and fire protection systems for a breadth of facilities, including aquatic facilities, parks, libraries and sporting venues. As chief electrical engineer, Milton will be responsible for the electrical plan, design, and updates to the systems. His attention and sensitivity to clients' needs accomplishes their goals successfully, while his engineering knowledge and experience delivers quality solutions on time and on budget.

PROJECT EXPERIENCE



KINGS POINT COMMUNITY CENTER NATATORIUM

Title: Electrical Engineer
Location: Delray, Florida
Years of Construction: 2013-2014

Vesta Property Services
Bob Mosley
561.499.3335

Initial Cost: \$3.1 Million
Final Cost: \$3.2 Million

Electrical engineering for a 15,000sf natatorium with four pool layouts in varied sizes. Work included conversion of a mechanically ventilated to a fully air-conditioned facility. Milton's design provided new LED lighting, electrical service, dehumidification and air conditioning systems along with heat recovery for pool water pre-heating and required building envelope modifications to control moisture and heat transfer.



CENTRAL BROWARD REGIONAL PARK

Title: Electrical Engineer
Location: Lauderhill, Florida
Years of Construction: 2007-2008

Seawood Builders
Betti Massi
954.421.4200

Initial Cost: \$49 Million
Final Cost: \$49 Million

A 110-acre park that includes aquatic facilities, a competition cricket stadium, and soccer fields with various supporting recreational fields/courts and pavilions. Responsibilities included project management and electrical design of lighting and power distribution to accommodate all aspects of the facility's various uses, preparation of construction documents and construction administration services



COLLEGIATE COMPETITION POOL/ DIVING CENTER

Title: Electrical Engineer
Location: NOVA Southeastern University,
Davie, Florida
Years of Construction: 2007-2009

NOVA Southeastern University
Randy Seneff
954.262.8805

Initial Cost: \$6 Million
Final Cost: \$6 Million

Electrical engineer for the overall design of a 1.2 million-gallon pool keeping with NCAA requirements. The largest volume pool in Broward County, it was designed and built to FINA standards. Work also included a complete aquatics facility featuring locker rooms, spectator stands, timing equipment for record keeping and training rooms.



MAREK SOLSKI, P.E., LEED GA **Louis Berger**

LEAD MECHANICAL & PLUMBING ENGINEER

EDUCATION



B.S. & M.S.,
Environmental
Engineering

EXPERIENCE

32 Industry
Experience
13 Years with
Louis Berger

QUALS

Registered
Professional
Engineer in Florida
and LEED Green
Associate

Marek Solski is a mechanical and plumbing designer who has 32 years of experience in project management, design, and construction of large mechanical systems and proven excellence in designing mechanical systems for a breadth of industries. His engineering experience includes performing design analysis, and preparing preliminary and final designs of various mechanical, plumbing and life safety systems. Marek has successfully applied sustainable design principles in LEED and non-LEED certified projects to save energy and lower operating costs. He has performed energy audits and conservation analyses to benchmark the performance of the facility.

PROJECT EXPERIENCE



LAS OLAS OCEAN RESORT

Title: Mechanical & Plumbing Engineer
Location: Fort Lauderdale, Florida
Years of Construction: 2015-2018

Turnburry Associates
Gene Kessler
305.491.5055

Initial Cost: \$50 Million
Final Cost: \$50 Million

Mechanical project manager for design of mechanical needs for a 5th floor pool and spa in this oceanfront hotel. Work also included redesign of chilled water systems with a water source heat pump system. Additional services included dedicated outdoor air conditioning, smoke control rational analysis of a 12-story hotel tower and for smoke evacuation system for a 4-level enclosed automated parking garage. Work included HVAC systems for guest rooms, restaurants and back of house facilities.



KINGS POINT COMMUNITY CENTER NATATORIUM

Title: Mechanical & Plumbing Engineer
Location: Delray, Florida
Years of Construction: 2013-2014

Vesta Property Services
Bob Mosley
561.499.3335

Initial Cost: \$3.1 Million
Final Cost: \$3.2 Million

Mechanical engineering for a 15,000sf natatorium with four pool layouts in varied sizes. Work included conversion of a mechanically ventilated to a fully air-conditioned facility indoor pool facility. Marek's design provided dehumidification and air conditioning systems along with heat recovery for pool water pre-heating and required building envelope modifications to control moisture and heat transfer.



COLLEGIATE COMPETITION POOL/ DIVING CENTER

Title: Mechanical & Plumbing Engineer
Location: NOVA Southeastern University,
Davie, Florida
Years of Construction: 2007-2009

NOVA Southeastern University
Randy Seneff
954.262.8805

Initial Cost: \$6 Million
Final Cost: \$6 Million

Mechanical engineer for the overall design of a 1.2 million-gallon pool keeping with NCAA requirements. The largest volume pool in Broward County, it was designed and built to FINA standards. Work also included a complete aquatics facility featuring locker rooms, spectator stands, timing equipment for record keeping and training rooms.

Prior Team Collaboration in the last 5 years



The touch points identified above show that over the last five years many of our team members have worked together on projects, some similar to the Fort Lauderdale Aquatic Center Renovations scope.

4

Project Methodology & Approach

Hyatt Grand Cypress Pool
Orlando, Florida

4.2.4 Introduction and Understanding

The Hensel Phelps | Cartaya Design-Build Team (The Team) approached the development of the conceptual design, construction planning, and price proposal through the establishment and implementation of key guiding principles. These guiding principles include the following:

- Create a conceptual design that remains true to the Swimming Hall of Fame's rich history and restores the Fort Lauderdale Aquatic Center (FLAC) to its former glory as an iconic aquatic facility, fit for hosting local, national and international competitions.
- Create a conceptual design that maximizes the functionality of the facility and meets all programmatic requirements identified in the Design Criteria Package (DCP).
- Ensure that all elements shown in the DCP comply with Fédération Internationale De Natation (FINA) requirements.
- Balance the risk of a complex design-build project with a fixed budget by providing a clear scope definition document to the City that explains what is included in our proposal.
- Identify project risks and develop risk mitigation strategies that serve the best to all stakeholders by placing the risk with the party best suited to manage it.
- Develop a construction approach to the project that implements new or time saving techniques to accomplish the work in a timely manner without sacrificing quality.

These guiding principles have served The Team well and define both an understanding of the project and solid strategy for delivering this world class facility to the City of Fort Lauderdale. The sections that follow address more specifically how these guiding principles serve as a benchmark to The Team as the proposal and conceptual design were developed.

The Team's guiding principles serve to create a unified strategy that demonstrates the plan and approach presented in this response is **the most effective and beneficial to the City**. The benefits of the approach includes the following key elements:

- The conceptual design proposed maximizes the program requirements and versatility of the aquatic facility within the budget identified by the City.
- The risk allocation defined by The Team will be placed with the party that is best suited to manage the individual risk of the project.
- The approach outlined in the response by The Team not only ensures all program elements are included as requested in the DCP but presents other optional elements that can be incorporated during the design process have been conceptually developed and enhance the facility beyond the scope of the DCP.
- The proposed revised conceptual design layout for the aquatic facility provides enhancements specific to The Team's approach and include:
 - Enhanced spatial orientation of key aquatic elements
 - Elimination of elevation changes between the parking lots and adjacent aquatic facilities
 - Storage location for movable bleachers located at north grandstand directly behind their functional location
 - Enhanced sight-lines for the north grandstands
 - Expanded pool deck area between the dive pool and the competition pool
 - Centralized entry plaza and cuing area

Project Risk and Mitigation Strategy

As The Team studied the RFP and the Design Criteria Package (DCP) it became evident that specific risks existed on the project and if not managed appropriately would jeopardize the success of the project. While there are lots of risk elements on a unique project like this, four primary risks items emerged throughout the duration of the proposal development and became crucial for The Team. **The Team focused on not just the identification of these risks, but on the development of sound mitigation strategies to support the City and ensure this project has the best chance for success.**



1. Water Infiltration and Dewatering

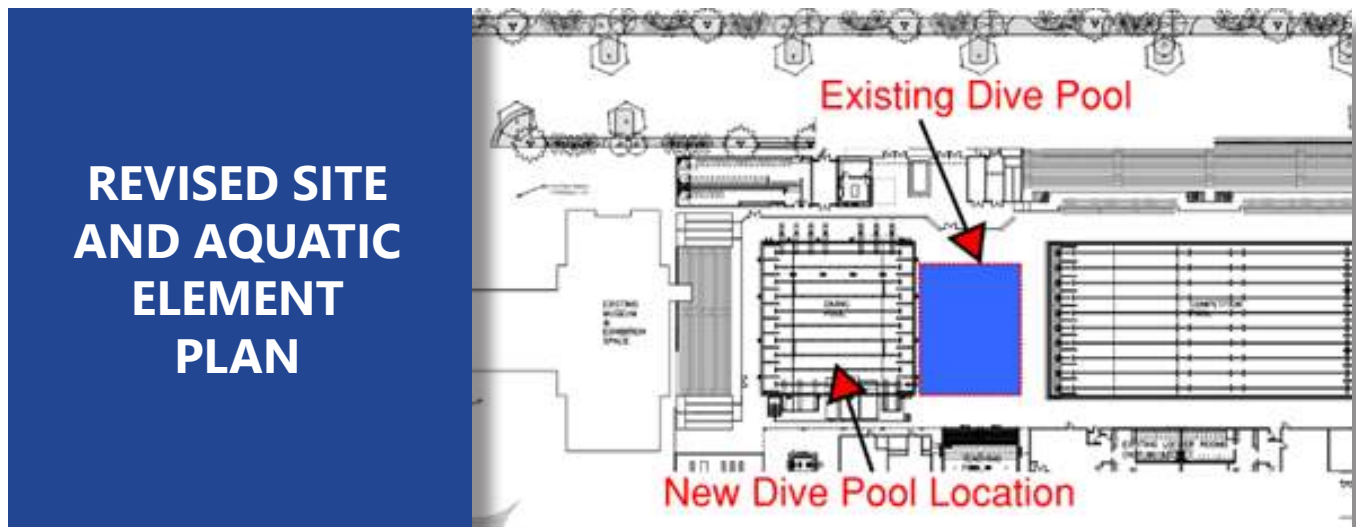
Risk: The risks associated with water infiltration and dewatering on the project represent the single biggest risk to the City and The Team. The ground water conditions create a significant challenge not addressed in the RFP or DCP that must be mitigated for this project to have a predictable cost for the renovation. This is particularly true as it relates to the construction of the new dive pool but is also a significant challenge for the competition pool. It was contemplated by the soils report that a ground water plug might be required to be installed below the dive pool excavation. What is not addressed in the soils reports on the water table issues associated with demolition of the existing pools and the sequence of work that must occur in order to build new replacement pools. In the DCP both the dive pool and competition pool are shown to be installed in essentially the same locations as the existing pools with overlapping footprints. The fundamental risk is when the shell of either the dive pool or competition pool is breached for demolition the entire pool will flood with groundwater. Based on the only possible sequence of construction, a ground water plug cannot be installed for the dive pool until after the existing dive pool is demolished, the remaining hole is backfilled and the new piles are installed for the new dive pool. It is also noteworthy that piles cannot be installed while any dewatering activities occur because the water table will be in its natural state and relatively static for auger cast piles to be installed. This means that the dive pool and competition pool must be dewatered during demolition backfill activities. While it is anticipated that well points and a dewatering system will control the ground water for the competition pool, it simply not physically possible from a hydraulic perspective and discharge capacity to dewater the dive pool. Therefore, the currently presented design in the RFP and DCP as it relates to the dive pool could only be constructed if the demolition of the dive pool occurred underwater. This type of demolition activity would make the project unfeasible from a cost and schedule perspective.



Mitigation Strategy: **The Team has created a strategy that mitigates the risk of constructing the dive pool and makes the construction feasible from a cost and schedule perspective.** Our conceptual design presented in this response is based on a revised site and aquatic element plan that relocates the dive pool outside of the footprint of the existing dive pool and essentially abandons the current dive pool in place.

The ancillary benefits and design implications for this new layout are addressed in the design approach section of our response. It is vitally important that the City not underestimate the significance of this risk and consider that the costs of demolition for the existing dive pool cannot be estimated. The

depth below the water table and the thicknesses of the reinforced concrete pool, create conditions where conventional underwater demolition tools do not even exist to perform this work and would need to be custom built for the project. In addition, the schedule implications of demolishing the dive pool underwater are immeasurable because of the unpredictability of underwater demolition. This creates a risk to the success of the project, given the parameters of the RFP and the critical nature of the millstone dates and project funding constraints.



2. Exposure to the Public

Risk: The RFP currently states that access to the existing museum Buildings be maintained and these buildings must remain in continual operation throughout the duration of the project. This requirement creates significant project challenges that require careful planning to eliminate the risk to the public and staff during construction activities. This will also require significant planning regarding temporary utility building services and emergency services for the museum buildings to remain in operation during the project duration.

Mitigation Strategy: While access for the public to the east museum building is relatively straight forward, access to the west building is much more challenging. As explained in our site utilization plan, access to this building for the public will need to change as the project phases are completed. The south access road will become the initial access for the public to reach the west museum until the north parking lot is rebuilt sufficiently to permit a safe and clear access while the south side access road is rebuilt. Once the north parking lot is reconstructed and the majority of the construction work for the project is completed, access to the west building for the public will shift back to the north allowing all work to be completed on the south side before the project is completed. Clear way-finding for the public coupled with maintaining a clear access path for emergency vehicles through the construction site on the north is also planned throughout the project duration. The final strategy to address this risk will need to be refined based on specific needs of the City for these museums which are not presently defined in the RFP. Close attention to this level of detail will mitigate the risk to the public throughout the project duration.

3. Temporary and Permanent Power Constraints

Risk: The current DCP presents several key elements of the electrical system that create significant risk to the project. The DCP presently shows only one Florida Power & Light (FPL) vault inside the north grandstands but does not account for a switchgear vault which is also needed to be rebuilt on the project. Through discussion with FPL it has been determined that the entire aquatic facility is fed from this main switchgear room to include the south side FPL vault. Both the vault and switchgear room are within the north grandstands and will need to be demolished to build a new grandstand. Since only one vault will be re-built, the entire facility will lose its primary power feed during construction

to include the east and west museum buildings. In addition, the DCP electrical schematic design and narrative present that there is sufficient power in the current north utility vault to feed the new services for the facility. The Team's preliminary calculations identify loads that exceed the capacity of the current structure. The new loads for the facility exceed the existing capacity and distribution panels by approximately 500 amps and therefore the electrical service scheme presented in the DCP will not work. In addition, there is another FPL transformer and distribution panel on the far west side of the facility. It is expected to need a temporary power feed from FPL for the boat show during construction.

Mitigation Strategy: To mitigate this risk, The Team's conceptual design is considering new independent electrical services to the east and west museum buildings. These new independent services may ultimately become permanent power services depending on the final engineering performed by FPL and based on the final vault sizes and load calculations. This approach solves all issues associated with the power scheme shown in the DCP. The west museum building which is presently fed from the north vault will now have its own separate electrical feed. This will free up enough power capacity currently feeding the north vault to overcome the shortfall of the new load requirements of the renovated facility.

4. Budget Constraints

Risk: The risks associated with the budget constraints on this project create a unique and formidable challenge for both the City and The Team. The complexity of any renovation project and the uniqueness of this aquatic facility establishes a set of inherent risks that must be accounted for with careful consideration to manage the project within budget.

Mitigation Strategy: Our strategy for managing the risk associated with the budget constraints on this project is one of transparency and openness. Included with this RFP response is a detailed list of clarifications that establish what is included and what is not included in our GMP proposal. In addition, we have included a list of contract clauses that will need to be negotiated to resolve the open risk allocation items from the draft contract included in the RFP. It is these first two documents that will serve to establish an open dialogue and clear communication about expectations. This approach ensures that a firm scope between the City and The Team exists and a level of security and accountability for all stakeholders is established. Most importantly, this approach serves to help mitigate the budgetary risk on the project by identifying what exists on the project and what contingencies remain to manage this project to budget. In addition, The Team has developed a conceptual design that recognizes and identifies the City's ability to easily defer specific project elements. As well as, build a world class aquatic facility capable of hosting high profile aquatic events.

The significance of these risks cannot not be overstated, so it is vital to the City that these risks be considered and managed well as this project progresses.

Terms and Conditions of Warranties

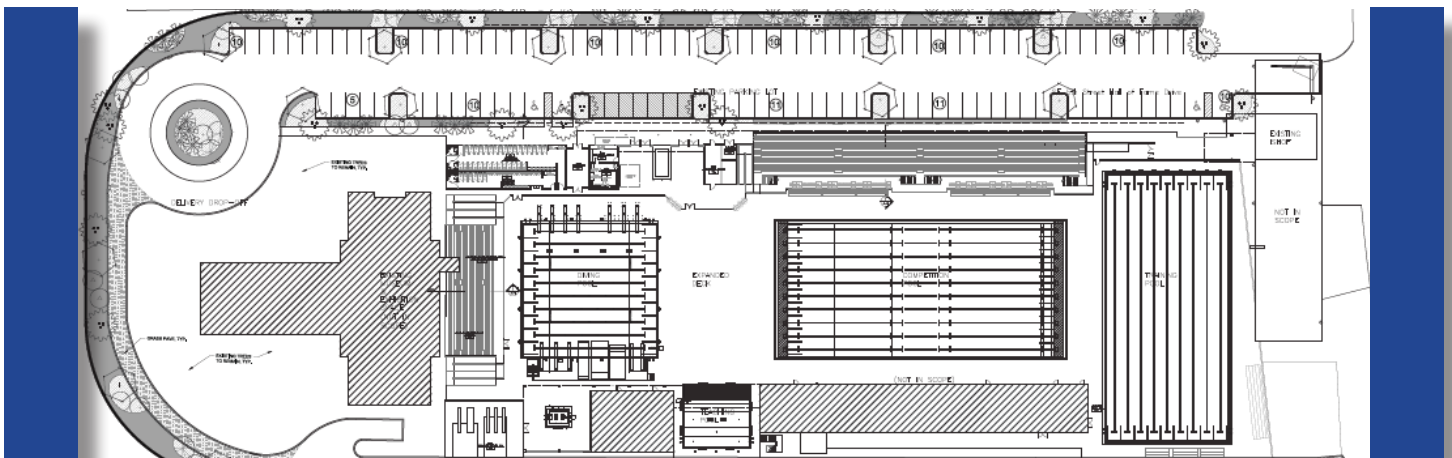
The RFP requests that the terms and conditions of all warranties be provided for evaluation by the City. Since this is a design-build project, exact products, materials, equipment, manufactures, and systems will be determined as the design phase of the project is complete. Therefore, it is not practical nor possible to provide the terms and conditions of specific warranties from manufacturers at this time. All terms and conditions of specific warranties will be submitted during the design and construction phase for review and approval by the City. The terms and conditions of the warranty provided by The Team will be in accordance with the terms and conditions of the contract negotiations with the City.

Design Approach

The development of conceptual design for this project is an iterative process that requires significant intellectual time and analysis to achieve a thorough understanding of the project and allow the development of the most appropriate and effective design for the City. This iterative process during an RFP stage of a project is often competing with the diverging objective and need to produce an RFP response in a very limited amount of time. With these competing objectives in mind, The Team set out on parallel paths that ultimately diverged and determined that the site plan in the Design Criteria Package (DCP) was not constructible from cost and schedule perspective based on the budget and schedule milestones required in the RFP.

As The Team was completing the conceptual design based on the DCP, the Hensel Phelps constructability review and planning team identified a fundamental problem related to constructing the new dive pool in the overlapping footprint of the existing dive pool. As explained in the Project Risk and Mitigation section, the groundwater conditions create a situation in which the moment the shell of the dive pool is breached for demolition, the entire dive pool will flood with groundwater and cannot be dewatered. Since the existing dive pool must be demolished and backfilled prior to starting the sequence of construction required to build the new dive pool, the demolition of the dive pool would need to occur underwater. Consequently, the construction of the new dive pool in an overlapping footprint of the existing dive pool makes the project unfeasible from a cost and schedule perspective as presented in the DCP.

With the recognition of this challenge proposed, The Team developed a revised site and aquatic element plan that is presented in the Conceptual Design Drawings on sheet RP-1 and shown below. This new site plan maintains all required elements and programmatic requirements established in the DCP, but shifts them to support the primary need of moving the new dive pool outside the footprint of the existing dive pool.



The complexities of this constructability issue cannot be overstated. The significance of this issue was not identified until after the conceptual design was completed for the RFP response. Consequently, it is important the City understands that the proposal and GMP is based on constructing all elements shown in the balance of the conceptual design package but in configuration and layout of the building structures and aquatic elements presented above and on sheet RP-1.

Since this constructability issue was not identified until after the conceptual design document set was produced for the RFP response, it was not practical during the RFP and proposal phase to develop a complete new set of conceptual design details for each project element based on the revised configuration. Consequently, our proposed GMP is based on constructing all elements shown in the balance of the conceptual design package in accordance with the DCP, meeting all project requirements, but in configuration and layout of the building structures and aquatic elements presented on this sheet.

Upon selection and award of the project The Team will integrate the revised site and aquatic elements plan into a new set of conceptual design documents for review and approval by the City.

The sections that follow describe The Team's current and intended approach to designing each primary discipline for the aquatic facility. These sections are intended to describe how each design professional understood the requirements of the Design Criteria Package (DCP), as well as their approach to meeting the program and technical requirements of the project. It is important to consider that these narratives must be in conjunction with the clarification and assumptions outlined in our proposal and the overall design approach on the project. This is particularly true relative to the Revised Site Plan and Aquatic Elements Layout discussed in the previous sections of this proposal.

ARCHITECTURAL DESIGN

The Team's approach, design and plan is the most effective and beneficial design for the City because of the following reasons:

The Team provides the most innovative and practical design. The proposed design solution, while respecting the existing facility, is iconic with understated elegance. It complements the historic existing FLAC Hall of Fame and enhances the Aquatic Center both visually and functionally. The proposed design solution of new structures integrates seamlessly into the existing Aquatic Center and creates synergies and harmony with the existing facilities to the east, west, and south. The proposed design solution also reflects The Team's in-depth understanding of the functionality of the FLAC, while bringing the FLAC architecture to the level of art.

The proposed new main entrance design celebrates the history and significance of the FLAC by **extrapolating the existing architecture vocabulary** from the existing Hall of Fame Building at the east end of the complex. The iconic expression of the existing Swimming Hall of Fame building consists of angular and wave design elements. The design solution proposes **a new wave shaped covered breezeway** connecting the Swimming Hall of Fame on the east end, physically and visually, to the New Entrance design on the west end of the complex.

The iconic New Entrance and Concession/Ticketing/Reception Building **repeats the angular and wave design elements** found on the existing Hall of Fame Building. It magnifies the iconic and timeless images historically associated with the FLAC while **creating a new focal point** drawing the visitors to the Entrance. The new wave covered walkway and iconic New Entrance, thusly, **provides a historical continuity and harmonious architectural expression** to the visitors, athletes, coaches, staff and other users. The ultimate goal is to **create an iconic swimming facility** symbolically connecting the FLAC's past to its anticipated bright future, achieved by sensitive design and renovations within the City's Cost Budget.

Ease of maintenance and a trouble-free facility is an important factor that we have taken into consideration throughout our design process. The design proposes an all anodized aluminum bleacher system, without the galvanized steel raker beams and steel supporting I-Beams shown in the Design Criteria Package (DCP). This is because FLAC is located at a highly corrosive beach (salt air) environment, and galvanized steel will corrode in due time.

While meeting the FLAC Renovation DCP, The Team is proposing **added value and design improvements** on our schematic design-build proposal. The following are several design features we propose to improve the functionality of the FLAC. These items are included in our schematic design drawings and include the following:

1. The revised site and aquatic element plan for the aquatic facility discussed in the early sections of this proposal provides enhancements specific to The Team's approach and include:
 - Enhanced spatial orientation of key aquatic elements
 - Elimination of elevation changes between the parking lots and adjacent aquatic facilities
 - Storage location for movable bleachers located at north grandstand directly behind their functional location
 - Enhanced sight-lines for the north grandstands
 - Expanded pool deck area between the dive pool and the competition pool
 - Centralized entry plaza and cuing area
 - More efficient public bathroom layout with less massing added to the site

2. The conceptual design included a built-in storage area for the portable bleachers integrated into the grandstand structure to free up the deck area adjacent to the pool when the bleachers are not in use. This is an **added value with no additional cost**.
3. The overall elevation and accessibility of the facility has been evaluated consistent with the clear intent of the DCP to resolve deck elevations and access to the south building. The north parking lot elevation has been adjusted to eliminate the steps previously contemplated for a much smoother transition at the breezeway and transition of the main entrance.
4. We have designed the **floor elevation** of equipment room (except for the pool equipment pit area) under the bleachers (Filter Room, Chemical Room and Water Heater Room) to have the same finished floor elevation as the adjacent pool deck, not below the water table. This will **decrease maintenance** and prevent future water infiltration problems. The pump equipment will be installed only at the lower pit area. This is an **added value with no additional cost**.

With a recognition that only through significant collaboration with the City and the aquatic staff can the final design meet its penultimate form, the conceptual design presented in this proposal offers a unique and comprehensive approach to delivering and restoring the world class aquatic facility to its former glory.



AQUATICS DESIGN

Only with a detailed understanding of the many factors that go into the creation of a world class aquatic sport venue, can a facility like the Fort Lauderdale Aquatic Center be renovated appropriately. While decisions made impacting the functionality and programming of the facility are critical, often it is the behind the scenes technology that can have the greatest impact on performance. The design proposed combines the best technology with the design techniques for World Class Aquatic Sport venues, this facility can lead the industry in Competitive Pool design. While the FLAC Design Criteria Package (DCP) has been specific regarding many technical solutions, Counsilman-Hunsaker's team of industry experts has approached the design of this facility with particular attention to the following areas:

- **Water Clarity and Chemical Balance:** The pool water must be clear so that the swimmer has excellent underwater vision. Turbid water can be a distraction and is therefore undesirable. Clarity is the result of efficient filtration. Particle sizes greater than 15 microns must be removed from the water through the use of screens, a filter media and then with the final removal occurring during oxidation caused by hypochlorous acid or hypobromous acid and/or ozonation. In the final analysis, the water must have a turbidity level that does not exceed 0.5 nephelometer turbidity units.

In addition to water clarity, the pool water must not be chemically aggressive to the degree that the water is so irritating to the mucous membranes of the sinus, mouth and eyes (goggles can leak) that the sensation will distract the athlete and affect his or her concentration. Ideally the water should have a free chlorine level of .5 to 1.0 ppm and a pH of 7.2 to 7.4 with an oxidation reduction potential of 750 millivolts. In some pools, these values are created with the primary or secondary treatment of the water with corona discharge ozone or copper and silver ionization. In the final analysis, the pool water must meet the quality standards of the local jurisdictional health agency.

- **Surface and Sub-Subsurface Turbulence:** Swimmers have long been aware of the difficulty of swimming through rough water as compared to a smooth flat surface. It was this basic understanding that led to the development of floating lane line dividers and subsequently to the wave quelling designs that are used today. The purpose of these floating lane lines is to absorb the wave energy that is create in each lane by the swimmer and to contain within that lane that energy which is not absorbed. The primary benefit of the contemporary lane lines is to isolate the turbulence in one lane and impeded it from crossing into the adjacent lane.

In addition to the surface turbulence, the hydraulic design solution must consider the impact of a current, or movement of water throughout the entire profile of the pool. Introducing as much filtered water back into the pool near the pool's floor while skimming water at the pool's surface will most likely result in a quiescent condition. It is for this reason the design solution is providing the floor inlet system in addition to the gutter supply tube. The proposed design will allow adjustments in the percentage of filtered water flowing back into the pool near the surface as well as pool bottom.



The floating lane line dividers at the Florida State University Aquatic Center lead to smoother waters in a swimmer's lane.

Counsilman-Hunsaker has over 45 years of proven experience in aquatic design and leads the industry latest innovative pool design features and technical solutions.

- **Water Temperature:** The swimmer must be comfortable in the water which means that the water temperature should be approximately 78 to 80 degrees Fahrenheit (25.5 degrees Celsius). At this temperature, the swimmer's body will not overheat at maximum effort and stress. At temperatures much below this level, the swimmer will usually complain of stiffening muscles plus the body will be burning more calories to offset the colder skin temperature. At water temperatures much above 80 degrees Fahrenheit (26.6 degrees Celsius), the swimmer usually feels sluggish and tends to experience an undesirable rise in body temperature during maximum effort. Controlling water temperature requires an understanding of the medium as a heat sink. A quiescent water volume will develop a thermocline with a layer of warm water above a colder mass below. With different types of inlet systems, i.e., wall or floor, the warm layer will be more or less disturbed. For this reason, sensors for monitoring the temperature of the effective water volume of the race course must be correctly located, i.e., in the strata where the athlete will swim. Understandably, the monitoring system must also include sensors at other locations in the pool tank and in the recirculation piping system. Such a system must be installed and monitored during swimming meets to determine what set points are required at the thermostat to create the desired temperature in the swimmers bounded water environment during the race.

The aquatic design solutions presented meet the requirements listed within the DCP. While these solutions have been thoughtfully considered, it is important to clarify several aspects of our approach that have impacted the design. These items are the following:

- Surge tanks are being provided on the pool deck to provide surge capacity for each pool in lieu of the equipment rooms under the bleachers. Each tank is sized per the industry standard of 1 gallon per square foot of water surface area. This not only exceeds the Florida swimming pool code, but also creates an optimal solution to ensure the gutter will not flood during large events. This approach also cuts down on long gravity piping from the main drains to the surge tank which is required per Florida swimming pool code. The surge tank will also be easily accessible right from the pool deck through and access hatch and ladder rungs. The surge tank access hatch is pan filled to match the surrounding deck making it esthetically pleasing to the eye.
- The main competition pool is provided with a bulkhead that allow for numerous different course layouts. Using our years of experience of providing flexible pools that can be used in countless different configurations, we have developed various course layouts that meet both FINA and NCAA standards for swimming, water polo, and synchronized swimming.
- The existing training pool will receive all new mechanical equipment including replacing the surge tank. The existing main drain piping will be connected to the new surge tank. Because Florida swimming pool code prohibits direct suction, new suction piping from the surge tank to the mechanical room will be run, as well as new return piping from the pool mechanical room to the new gutter system's supply tube.
- As described above, it is inherently important to provide the fastest swimming environment possible. Recirculated pool water is required by Florida code to be introduced back into the pool through a combination of the gutter's supply tube and a floor inlets system. The competition pool, which will hold the majority of race swimming events has been designed to provide 75% of its recirculation rate through the floor inlets with the remaining 25% being supplied through the supply tube. This creates the most hydraulically optimal solution to using both systems. This design will allow adjustments to be made on meet days to limit the percentage of filtered water flowing back into the pool near the surface of the water at the supply tube. The diving pool and teaching pool also use a combination of supply tube and floor inlets. However, these pools have been designed to supply 50% of its recirculation rate through the floor inlets, while 50% is being supplied through the supply tube. These pools are typically not going to be used for competitive events, and therefore the approach was to maximize both the supply tube and the floor inlets.



It is the intent of the civil engineering design approach for the Fort Lauderdale Aquatic Center Renovation to develop a functional cost-effective site plan as well as a paving, grading, drainage, water, and sanitary sewer plan that meets the requirements of the DCP, local, State and Federal codes and requirements. The intent is to exceed the expectations of the City.

The following strategies were incorporated into the conceptual civil design presented in this proposal:

- The parking lots and on-site circulation drives will be completely reconstructed with new asphalt pavement and concrete curbing. A drop off / pickup area is proposed at the new main entrance. The new parking lot layout adds one additional parking space over the existing layout. The elevations of the parking lot and drives will be raised to conform to the City's sustainable initiatives and to improve pedestrian access to the main pool deck from the parking area. The new buildings minimum building finished floor elevation was set at 7.0 Feet NAVD, which is 2 feet above the adjacent FEMA 100-year flood elevation, and compatible with local and State regulations.
- The pool deck drainage will be via trench drains around the pool's perimeter. These trench drains will connect to the exfiltration trench below the pool deck with overflow connections via solid pipes out to an ex-filtration trench / retention system in the north parking lot. The pool deck trench drains will have ADA approved grates that are will be chemical resistant and suitable for use in the salt air environment.
- The new parking lots and circulation drives will include new Low Impact Drainage elements such as drainage bio-swales and ex-filtration trenches, in compliance with the requirements of and will be permitted through the Broward County Environmental Protection and Growth Management Department and fully conform to the water quality requirements for the redeveloped site. The existing FDOT Seabreeze Boulevard roadway drainage system that presently drains through the site and to the adjacent tidal waters will be maintained. All parking lot work, curbs, sidewalks, catch basins, junction boxes and storm water control structures will be in accordance with FDOT specifications and as modified by the DCP and City standards.
- The existing water service / fire line on the site is proposed to be replaced with a water service / fire line meeting NFPA Firefighting requirements, and facility water demands for domestic / mechanical needs of the Aquatic Complex. The existing gravity sanitary lateral that services the site will be replaced with a gravity main that will extend gravity sanitary sewer service to the proposed new restroom Buildings. The existing sanitary pump station that services the west ISHOF building will be maintained.

While meeting the FLAC Renovation DCP, The Team is proposing added value and design improvements on our schematic design-build proposal. These improvements include consideration for making the south access drive a pervious, sodded, emergency vehicle access drive. Service vehicles to the west ISHOF building could ingress / egress from the main parking lot drive via a modified loop from the Circle to the Service yard area. This would save money on reconstructing this drive with a curbed section. This would also reduce the cost of a new curbed

section which will require Water Quality treatment and drainage. The sodded stabilized section would have minimal drainage requirements.

LANDSCAPE

The Design Criteria Package (DCP) indicates an allowance to be held for landscape and that Code Minimum design is held throughout. While this approach has been considered from a pricing perspective, The Team has developed a plan that utilizes the selective use of Florida native and friendly plant material. The design is intended to connect the Intracoastal Waterway back to the Fort Lauderdale Beach. The design also implies a hierarchy of circulation through plant selection and placement. The design allows for views to the Intracoastal, while meeting the City's landscape code.

By selecting native Florida plant material, and low water requirements, this design not only meets the City's landscape requirements, it also lends itself to enhancing the pedestrian experience when entering from the parking lot and along the Intracoastal's edge. Some of the key design parameters considered for this proposal include:

- Native and Florida Friendly plant material
- Xeriscape plant material
- Vehicular Use Area (VUA) requirements
- Landscape buffers
- Landscape parking islands

While the submittal includes the required landscape and site improvements as designated by the DCP; The Team has identified important design alternates that are intended to be explored with the City during the design phase of the project. These include the following concepts:

- **Increased greenspace vs. hardscape** – Consideration should be given to replacing a portion of the asphalt service drive with a stabilized grass area. This would be particularly impactful in the intra-coastal frontage area to create a more park like scenario. This portion of the service and fire access could add to the appearance while maintaining the function.
- **Increased planting quantity and size** - Landscape is one of the last items installed and usually a missed opportunity to enhance the appearance of a project. Landscape can lead to many items and has impact not only on ecology, but as important socially and economically. Landscape and site design are the most effective measures to a resilient site.
- **Designated Specialty Paving, Art or Signage** – The ability to provide an enhanced arrival through decorative concrete, signage or art would further increase the sense of arrival and place. This theme or attention to detail often can change the perception of the public as to the quality of the public improvement and use.

STRUCTURAL

The structural conceptual design for the aquatic facility has been approached to ensure that the final design will be in accordance to FBC-2017 and ASCE7-10 codes while complying the Design Criteria Package (DCP).

Key structural considerations included hydrostatic pressures, buoyant uplift forces from inside and outside of the pool shells, reusing existing piles where suitable, and providing adequate usage room within the structural elements. The concrete wall and slab sections at the pools are structurally designed to prevent cracking under service loading. Adequate concrete cover for steel reinforcement must be obtained for protection against aggressively corrosive environment

The existing structural members which includes common concrete deck areas, pool shells, north bleacher and structural elements below the dive tower will be demolished for new structures. New structures are designed to ultimately be supported on "deep" foundation systems which consists of new 12" diameter (30 tons) and

14" diameter (60 tons) auger-cast piles combined with new cast-in-place grade beams and structural masonry walls.

Dive pool and competition pool slabs and walls are supported on all new concrete piles at 8' x 8' and 12' x 12' spacing, respectively. To obtain cost effective and speedy construction while still providing adequate structural capacity, the dive pool wall is structurally designed to have its thickness significantly reduced from 24" to 12" at mid-height of dive pool wall. As shown on the structural preliminary drawings the competitive pool walls and slab thicknesses are also reduced where structurally permitted for cost effective construction.

New structural slab decks at pool common areas, dive tower deck areas, main entrance, north breezy way, dryland deck area will consist of typical 8" thick structural concrete slabs which are supported by new and suitable existing piles at 9' and 12' spacing.

Diving tower will consist of reinforced concrete platforms with access concrete stairs, concrete beams and columns over a pile cap system. Structural members for new restrooms, concession, ticketing, reception and electrical rooms consist of reinforced concrete roof slabs over reinforced concrete beams and masonry walls on grade beams and auger-cast pile system. Roof supporting concrete beams spanning within exterior walls are used to eliminate intermediate columns which provides additional usage room within the structural boundaries.

To support the pre-engineered bleacher and audience live loading, we selected precast structural floor slabs as the design of the slab structure for rapid construction and forms saving. The pre-cast slabs are supported on concrete beams which are at 12' spacing and spanning over the exterior reinforced masonry walls with cantilever ends to support additional bleacher seating.

Each of the main pools is provided with concrete surge tanks, consisting of typical 8" concrete walls and 8" concrete slabs which are supported on new 14" diameter auger cast piles.

While providing complying structural integrity, our structural members are designed with consideration for ease of maintenance, construction cost effectiveness, and architecture. Specifically, the concrete sections of the pool tanks are crack controlled; additional protection for steel reinforcement is provided; concrete planks are proposed for speedy construction and the pool surge tanks are structurally designed to share common walls with the pools.

The overall efficiency of the structural design combined with practical building systems contemplated in the conceptual design are consistent with the DCP and provide the best structural solution for the City.

MECHANICAL & PLUMBING

The conceptual mechanical and plumbing designs for the project have been approached from a simplistic standpoint and represents a very small but integral part of the aquatic facility.

The conceptual mechanical design consists of three primary system approaches utilized for the project. Each system was selected based on the use type of each space:

- **Bathrooms** – A DX rooftop unit has been selected to provide cooling/heating to the Men's and Women's bathrooms, as well to provide conditioned make-up ventilation air for the bathroom exhaust. This unit will have an energy recovery unit to utilize the bathroom exhaust for energy savings.
- **Concession and Ticketing** – Cooling in this area is achieved using multi-zone mini-split heat pump units. These units achieve greater energy and cost savings by utilizing a single outdoor unit for multiple indoor units. Cassette type indoor units are placed in each space for space cooling as well as treatment of ventilation air.
- **Reception and Electrical Room** – Cooling in this area is also achieved using multi-zone mini-split heat pump units. A cassette type indoor unit is placed in each space for space cooling and treatment of ventilation air. A high wall type indoor unit has been placed for the electrical room space cooling.

Condensate produced by the air conditioning system will be carried out into outdoor drywells using PVC condensate pipe. Mechanical ventilation in the facility is achieved using exhaust fans. Chemical storage areas, used to store chlorine for the pools, is exhausted using chemical resistant exhaust fans to prevent corrosion. Pump and filtrations rooms are exhausted to provide space cooling, and remove heat produced by the pool pumps.

Bathroom exhaust and make-up air has been changed from what is shown in the Design Criteria Package (DCP). The units in the DCP will not provide enough outside air cooling for the space. Additionally, the two split units and energy recovery ventilation's (ERV) have been combined into a single remote terminal use (RTU) and ERV to reduce equipment maintenance costs and increase emergency efficiency of the overall systems. Lastly, exhaust fan sizes and cubic feet per minute (CFM) amounts have been adjusted from what is shown in the DCP for the Pool Filtration Rooms based on preliminary calculations to ensure adequate ventilation of these spaces.

The conceptual plumbing design supports all other system requirements as well as the functional needs of the new aquatic elements. Plumbing will be designed to comply with all local codes, and Florida Plumbing Code 2017. All water fixtures (water closets, urinals, lavatories, etc.) will be low water consumption. Plumbing design will also generally follow the DCP for domestic water distribution, sanitary drainage, storm water, & condensate drainage. While the DCP schematic drawing P-100 calls for a water heater detail to set hot water at 110°F. We will set it at 140°F to prevent legionella bacteria.

The geothermal pool heating system has been conceptually designed and is based on utilizing seven existing 410a refrigerant heat pumps that will be salvaged and preserved to be reused. The reused heat pumps will be utilized to serve the Training Pool. All remaining heat pumps and piping will be demolished and properly disposed of.

A new geothermal system will be utilized to heat the new diving, competition and training pools. Three new geothermal supply wells will be provided. Each pool will have a dedicated supply well. A 15hp submersible turbine pump will be provided at each well to ensure adequate flow through the system. The supply well sites are proposed to be located on the west side of the site.

New 6" schedule 80 PVC piping will be installed and routed below grade along the northern side of the site to the heat pumps located within the mechanical room below the north bleachers. All piping will be routed below grade and turned up into the mechanical room with a 4" supply header. There are a total of 21 heat pumps to be installed. The outlet heat pump piping will be routed below grade and injected at two proposed injection wells towards the southeast corner of the site. Alternate locations for the two injection wells have been provided for consideration. The alternate locations are closer to the heat pump mechanical room resulting in shorter pipe runs.

The overall mechanical and plumbing systems conceptual designs have been approached to provide the most energy efficient and code compliant design for the aquatic facility while still meeting the minimum requirements identified in the RFP and DCP. Cost per foot maintenance and serviceability have also been considered and will be a focal point as the design is further developed.

ELECTRICAL

The conceptual electrical design for this project was developed based on the Design Criteria Package (DCP) and uses the assumption made in those documents as the base line for the design presented in these documents. As discussed early in the RFP response there exist some risk to the City related to the exiting electrical services and the loads contemplated in the DCP. The strategy outlined in the Risk Mitigation section of this RFP response as well as the narratives below propose strategies to mitigate the risk as understood by The Team during the preparation of this proposal. These strategies are based on verbal discussions with FPL and will need to be further vetted as the design progresses and FPL conducts full engineering for the required service feeds to the aquatic facility.

The DCP illustrates that the existing electrical services are sufficient for the electrical requirements of the renovation. The DCP also presents that the existing north FPL vaults will remain. Through discussion with FPL

this approach is neither feasible nor practical with the remainder of the north building being demolished. We also believe the DCP underestimated the electrical loads for the project. These enlarged pools are accompanied by larger electrical loads for pumps, heaters, UV chemical treatment lamps, and chlorination generators.

The north building contains two FPL vaults not one as shown in the DCP. One contains transformers and the other contains switchgear. When the vaults are demolished along with the north Building, the old FPL equipment would be removed. A new combined vault would be constructed in the new north Building and FPL would install new transformers and switchgear to meet or exceed the electrical demand of our new design. In addition, the north Building presently feeds the west building. It is contemplated by the proposed conceptual design that to feed the west building a new separate FPL service, adding a pad-mount FPL transformer at the NW corner of the west building.

The major electrical components of this renovation project are the primary power service, panels, feeders, transformers, MUSCO sports lighting poles, parking lot lighting poles, and interior/exterior lighting fixture quantities. All of these components are illustrated in the conceptual electrical plans with the exception of the MUSCO sports lighting and control details, which are provided in the DCP. Electrical receptacles for both general purpose use, as well as specific uses, have been shown on the plans to capture the approximate costs for branch circuits. Lighting fixture quantities and specifications have been shown on the plans as well. These light fixtures and receptacles are representative of the devices found on the DCP plans with additional devices shown as appropriate to meet the overall design approach contemplated by The Team.

Though the project includes the replacement scoreboard, there are several unknowns with regards to replacing the existing scoreboard. These include ampacity of the old scoreboard, source of the existing circuit, exact loads of the new scoreboard and spare capacity of the east building. To address these unknowns the conceptual design has been done based on the assumptions that the existing scoreboard's circuit is not adequate for the new scoreboard. The new scoreboard requires a new 100A disconnect that is anticipated to be fed with a new 100A circuit from the east building's main panel. It is presently assumed that the east building's main panel has the capacity for this new circuit. As the north parking lot is redesigned, the conceptual design identifies new site lighting to service this area appropriately. To reduce costs of poles and foundations and maximize open space, the conceptual design presented utilizes new building mounted lights for the majority of the parking lot.

Alternate Concepts and Drawings

In addition to the complete design and revised site and aquatic element plan included in this RFP response, The Team developed three additional additive alternates for the City to consider as enhancements to the proposed DCP. The structure of the RFP weighted price as a significant factor in scoring and ranking the proposers, we elected not to include these alternates in our GMP proposal. The purpose of these alternate enhancements is to both provide the City with options not incorporated in the DCP and to demonstrate The Team's comprehensive understanding of both the function and operational aspects of a world class aquatic facility. It is expected that these alternates will be further studied and explored after award by The Team and detailed cost proposals can be evaluated by the City to assess the viability of incorporating these enhancements into the project.

AA-3 - Exterior Façade Enhancement on South Building

The renovation of the Fort Lauderdale Aquatic Center will restore the facility to a world class aquatic facility. Unfortunately, the scope of the restoration does not include several key buildings within the facility. While The Team certainly recognizes this was driven primarily by budget constraints, the south administration building represented the largest significant architectural issue that will affect the athletes' and spectators' experience at the venue. All athletes and visitors will see the facade of this building as they enter the facility. In addition, all spectators will be looking directly at this building from the north grandstands and many spectators will see the south building facade from the dive pool grandstands.

With this in mind, The Team has developed a conceptual design that presents a minimal scope to modify the facade and refresh it's appearance while adding a functional canopy to the facade. The refreshing of the facade and the functional canopy will better integrate the existing building in to the architecture of the facility. The suggested canopy will mimic the entrance canopy and continue that architecture language across the facility that will be viewed by all spectators and athletes while in the venue.

AA-4 – Locker Room Expansion / Swimmer Waiting Lounge

In preparation of the RFP response, The Team thoroughly reviewed the DCP and the existing program spaces in the aquatic facility. This review identified a key element that is important for the athletes at a competitive aquatic facility. The current facility and the DCP do not provide a conditioned waiting lounge for the athletes to prepare and wait for their next event. This cuing and bullpen area is an important element that world class athletes not only expect but need to perform at their best in the competitive sport.

The alternate concept design developed adds two small additions on the back of the south building creating new program space that will free up existing program space for the new conditioned lounges. This new space will house the lockers rooms where the existing lockers can be relocated and connected directly to the existing restrooms. The relocation of the pool equipment from the south side of the Administration building creates the space required for these additions to the building. The relocation of the locker rooms and the added program space of these lounges provides a much-needed betterment to the aquatic facility program and resolves the lacking program space that could ultimately affect the athlete's performance.

AA-5 – Enclosure for Dryland Dive Training

The current program requires the construction of a new dryland dive training area for the aquatic facility. A review of the training area shown in the DCP identified concerns from The Team that the open design of the training areas will create both unfavorable practice conditions and make the pits filled with foam susceptible to continuous moisture exposure. Though The Team has added drains to the pits not shown in the DCP, this will not solve the issue of the foam going through saturation events and continuous cycles of being wet and drying that will reduce its long term usable life.

The conceptual design presented contemplates a masonry stem wall around the perimeter of the areas and fixed aluminum framed roof structure that could support roll up enclosures that would permit the straining area to be completely enclosed. This would provide protection in the training area from both wind and water and resolve the pit/foam concerns. In addition, the ability to enclose this area provides a dryland dive training area that can be used by the athletes regardless of weather conditions that would not be possible with the current design in the DCP.

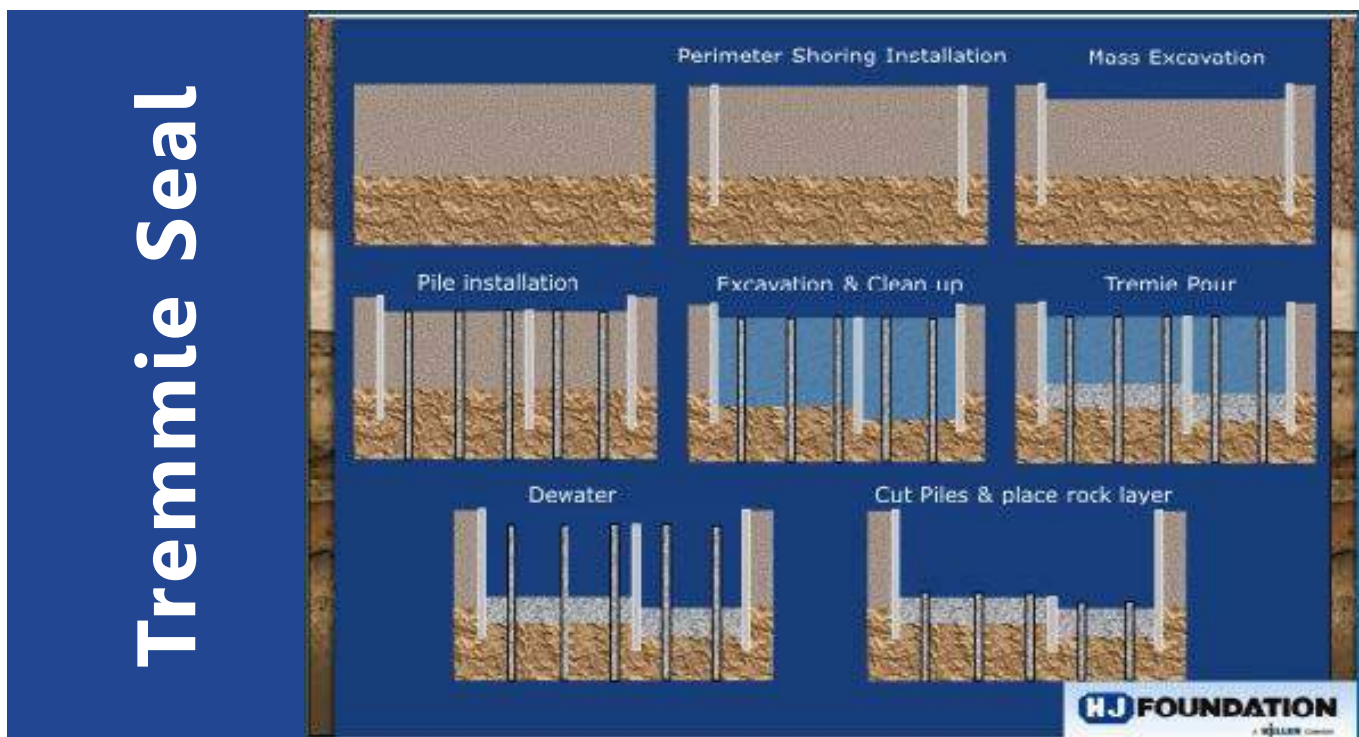
Project Schedule / Sequence of Work

Hensel Phelps approached the development of the initial project schedule with a fundamental focus on the project milestones identified in the RFP. The completion milestone of design, construction documents, and permitting by March 29, 2019 established the need for a clear strategy centered on design collaboration, review, and approval by the City. This strategy establishes three primary review periods for the City which include 30%, 60%, and 90% design submissions. These three separate, two-week reviews and collaboration efforts will provide the opportunity for the City to review the design as it develops and make sure all previous comments are incorporated in the further development of the documents.

In parallel with the design of the overall project, The Team will be meeting regularly with the City and developing an early permit submission to obtain a demolition and early site work package that will allow early project activities to begin as soon as possible. This captures the real advantage of the design-build approach to project delivery by allowing true early collaboration between all stakeholders. This early collaboration and planning makes the construction of the project as efficient as possible. The final stage of the design will be the issuance of the 100% Construction Documents to meet the March 2019 milestone date in the RFP. Concurrent with the final development of the Construction Documents, Hensel Phelps will be submitting for the final building permit with the City early in 2019.

Once mobilized, the construction sequencing will involve the initial development of a secure site with fencing and way-finding installed to allow the safe and clear delineation between the public and the construction work that will occur. Temporary/permanent rerouted utility services will be established to the east and west museum buildings to allow those buildings to remain operational and accessible to the public during the renovation of the aquatic center.

Demolition activities will then begin with the north grandstands once FPL is able to take the FPL vault off line. Since the critical path of the project goes directly through the construction of the dive pool the sheet pile will first be installed to provide a cut off for the water table and serve as supportive excavation and shoring to construct the dive pool. Following the installation of the sheet pile, the new auger cast pile will be installed for the dive pool. This will allow the excavation and bottom plug to be installed for dive pool. Once the bottom plug is set and the dive pool excavation is dry, the hole will be turned over to Weller Pools to build the dive pool.

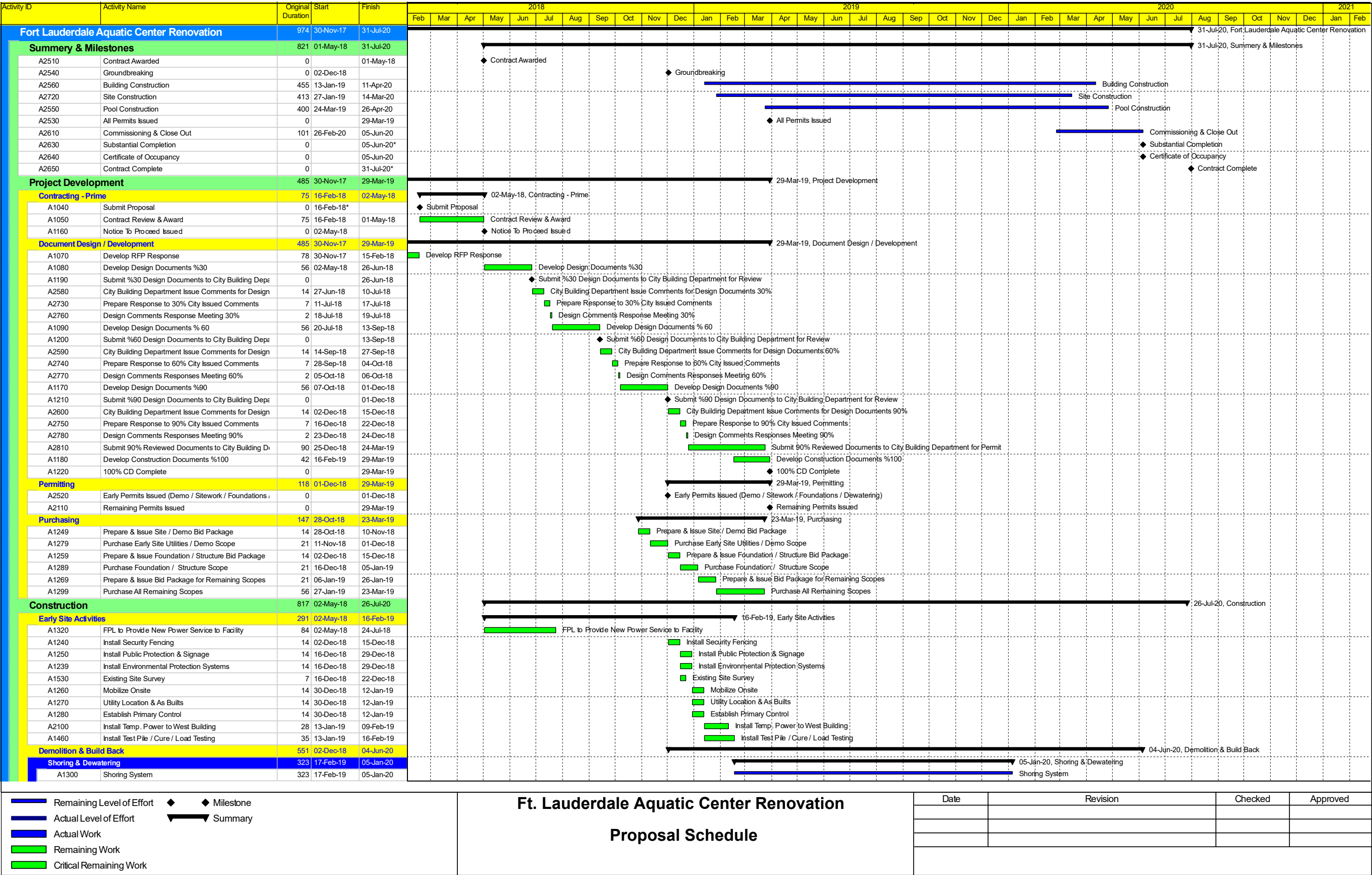


In conjunction with the demolition of the north Grandstands, the removal of the entire pool deck, grade beams and piles will occur to create access to install sheet piling around the competition pool and allow the trades to flow from the dive pool construction to the competition pool. It is important to keep in mind that following demolition of the pool deck, all areas around the exiting pools will need to be backfilled to allow sheet pile and dewatering activities to be set up prior to demolition of the competition pool. The staged dewatering efforts are vital to allow demolition of the competition pools and backfill operations to occur prior to the installation of the new auger cast pile for the rest of the pools, structures, and pool deck.

Once all piles are installed, the new competition pool, teaching pool, and spas can be excavated and built by Weller Pools. While Weller Pools is constructing the new pools, the rest of the trades will be building the new main grandstands, public bathrooms, dryland dive training area, and the dive pool grandstands. As the pools and underground piping get completed, the equipment rooms will become available for installation of all pool equipment and MEP systems for the structures to include the public bathrooms.

Once all primary building structures and pool shells are installed a focus would be placed on the site work and new utilities to make sure all utility services are available to support completion of the buildings. As the systems come on-line, completion of the pool deck will be followed by the installation of all key aquatic equipment and the start-up of the pools. Lastly, as the site work is finished and commissioning of all pools and building equipment are finalized, the start-up and testing of the scoreboard, timing system, and other key systems will be completed to bring the facility completely on-line and meet the Substantial Completion date of June 5, 2020.

Project Schedule



[illegible]

Site Utilization Approach

Hensel Phelps has developed two site utilization plan's for the aquatic facility. These plans have been developed with a focus on public access to the museums, site security, construction access, and staging of materials. Since minimal impact to the current east museum building access is expected, primary conceptual planning was directed at the west museum building. Two different phases for site utilization were identified to maintain access to the west museum building throughout the duration of the project. Each phase also identifies emergency access to the west museum building for the duration of the project through the north parking lot.

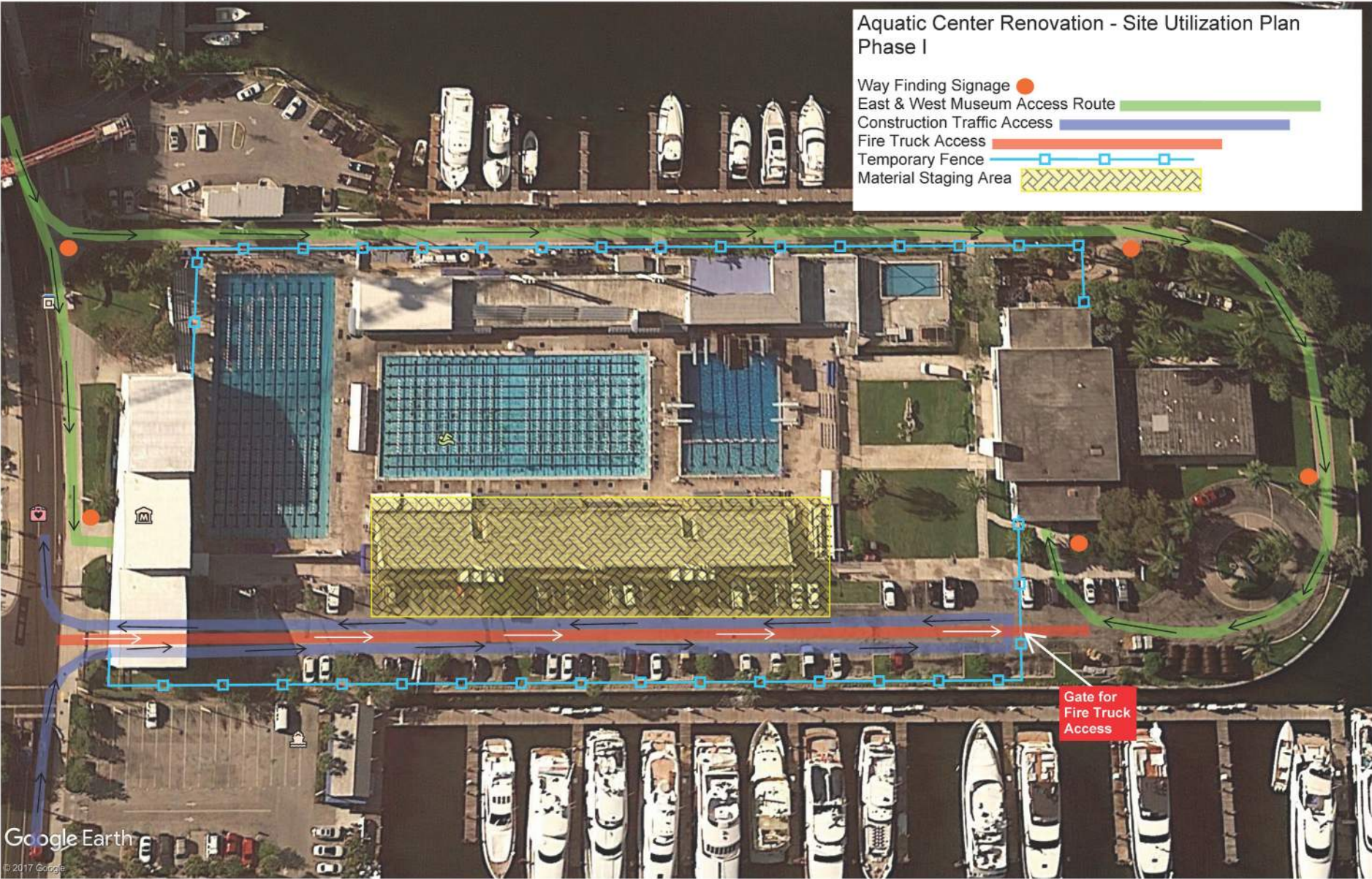
The first phase of the site utilization strategy involves designating the south road off of Seabreeze Boulevard as the primary entrance for staff and the public to reach the west museum building. This will be primarily for pedestrian access since the south road can only handle one way traffic. The north parking lot will be completely utilized for construction staging and equipment laydown through the first phase of the project. Only access for emergency vehicles will be permitted, if required, through the north parking lot. This approach will still leave the west side of the west museum building completely open for use during the Annual Boat Show.

The second phase of the site utilization plan will shift public and staff access to the west museum from the south to the north. This will allow the completion of all work on the south side including the reconstruction of the perimeter road. Way-finding and fencing will be key elements to clearly delineate between construction traffic, pedestrian access, and emergency access routes.

No parking will be permitted on site for any subcontractors and just in time delivery planning will be implemented due to limited on site storage and staging areas. It is anticipated with this approach that laydown and staging area within the north parking lot will be sufficient to construct the majority of the project. It is also anticipated that space will be available in the south building for construction offices to be utilized by the construction team and our subcontractors. There will be no access for the City staff available during construction activities to this building. Consequently, no space allocation has been made on-site for temporary field office trailers.

Overall, this is a very small and congested site with extremely limited site area for construction, staging and storage. Close coordination will be required on site and with all subcontractors to maintain a clean and well organized project site. Close planning and communication with City will be required during the early design and planning phase of the project. This will allow Hensel Phelps to adjust the conceptual site utilization plans to best serve the project and all needs of the stakeholders. The two phase of the site utilization plan are presented following this section of the RFP response.

Site Utilization Plan - Phase I



Site Utilization Plan - Phase II



Quality Control



The Fort Lauderdale Aquatic Center project will demand exceptionally high standards of construction cleanliness, quality and system performance. Hensel Phelps will achieve this by implementing a comprehensive Quality Control (QC) Program in conjunction with the City that includes the following key elements:

- A site-specific QC Plan built around Hensel Phelps' corporate QC Plan, but tailored to address the specific needs and requirements of the City
- A proactive, quality process, which contains six control steps, designed to ensure that the work is done right the first time
- A Quality Process Log (QPL), which monitors the status of each definable feature of work
- Replacement with a comprehensive materials testing protocol including standardized procedures for documenting and tracking testing, inspections, deficiencies and as-built conditions
- A Commissioning Process which verifies that all systems operate in accordance with the design intent

Hensel Phelps site-specific Quality Control Plan (QCP) defines how our team will provide necessary controls, supervision, inspections, testing and documentation to fulfill the requirements of the contract. Strict adherence to the QCP will ensure compliance with all contract documents and applicable standards related to materials, equipment, craftsmanship, fit, finish and functional performance.

It is critical that these measures begin during design, so that our team starts off on the right foot and approaches both design and construction in a high-quality manner.

Hensel Phelps will implement a comprehensive six-step QC process that incorporates systematic inspections and documentation, but more importantly, establishes a process that maximizes field quality, job site efficiency and schedule by ensuring that the right materials are being installed right the first time. This process is followed for each definable feature of work and integrates a review of safety concurrently with quality.

Hensel Phelps' Six-Step Process, includes a series of meetings and inspections that will engage the Authority with our team:

- **Purchasing Meeting** | This meeting's goal is to procure a complete scope of work, verify subcontractor capabilities and communicate the QCP to subcontractors.
- **Pre-Mobilization Meeting** | This meeting is held with each subcontractor to explain the QCP to the subcontractor's project management teams and to obtain commitment and buy-in to the plan.
- **Preparatory Meeting** | Held one to two weeks before the start of each definable feature of work, this meeting ensures that the supervising foreman understands the contract requirements, contract drawings, specifications, Activity Hazard Analysis (AHA) and other safety considerations.
- **Initial Inspection** | Following the Preparatory Meeting, the foreman is authorized to install one representative sample of the work, which must be inspected and approved before subsequent work can continue.
- **Follow-up Inspection** | Follow-up inspections occur every two to four weeks once work has begun.
- **Final Inspection** | Final Inspections occur at the conclusion of each definable feature of work to verify that any deficiencies have been resolved.

The defining aspect of Hensel Phelps' Six-Step Process is the emphasis that is placed on "leading edge" activities. Traditional QC programs place the majority of effort in "trailing edge" inspection and verification after the work is complete, such as the punch list process. In contrast, Hensel Phelps places over 70% of its quality focus on ensuring that all of the craft are appropriately trained, understand the requirements of the project documents and appreciate appropriate quality standards through the use of samples and mock-ups.

The net effect of this "leading edge" approach is a dramatic reduction in the time necessary for punch list, reduced punch list items and elimination of rework that negatively impacts quality, cost and schedule.

Deliverables/Tracking Products

The status of each defined element of work as it progresses through the Six-Step Process will be tracked using the Quality Process Log (QPL). The QPL will list each definable feature of work and indicate when each step of the process has been completed. This approach accurately monitors the QC process and ensures that the QCP is being followed. It is monitored weekly by the project team and monthly by the executive committee. The QPL will also be reviewed as part of the weekly owner's and subcontractor's meetings.

Any non-conforming work will be documented using a Deficiency Report. All deficiencies will be tracked on the Deficiency Log, which will be reviewed at the weekly owner and subcontractor meetings. Once a Deficiency Report is opened on a non-compliant work item, it requires a formal re-inspection and documentation process to be closed.

4.2.4 Current Workload

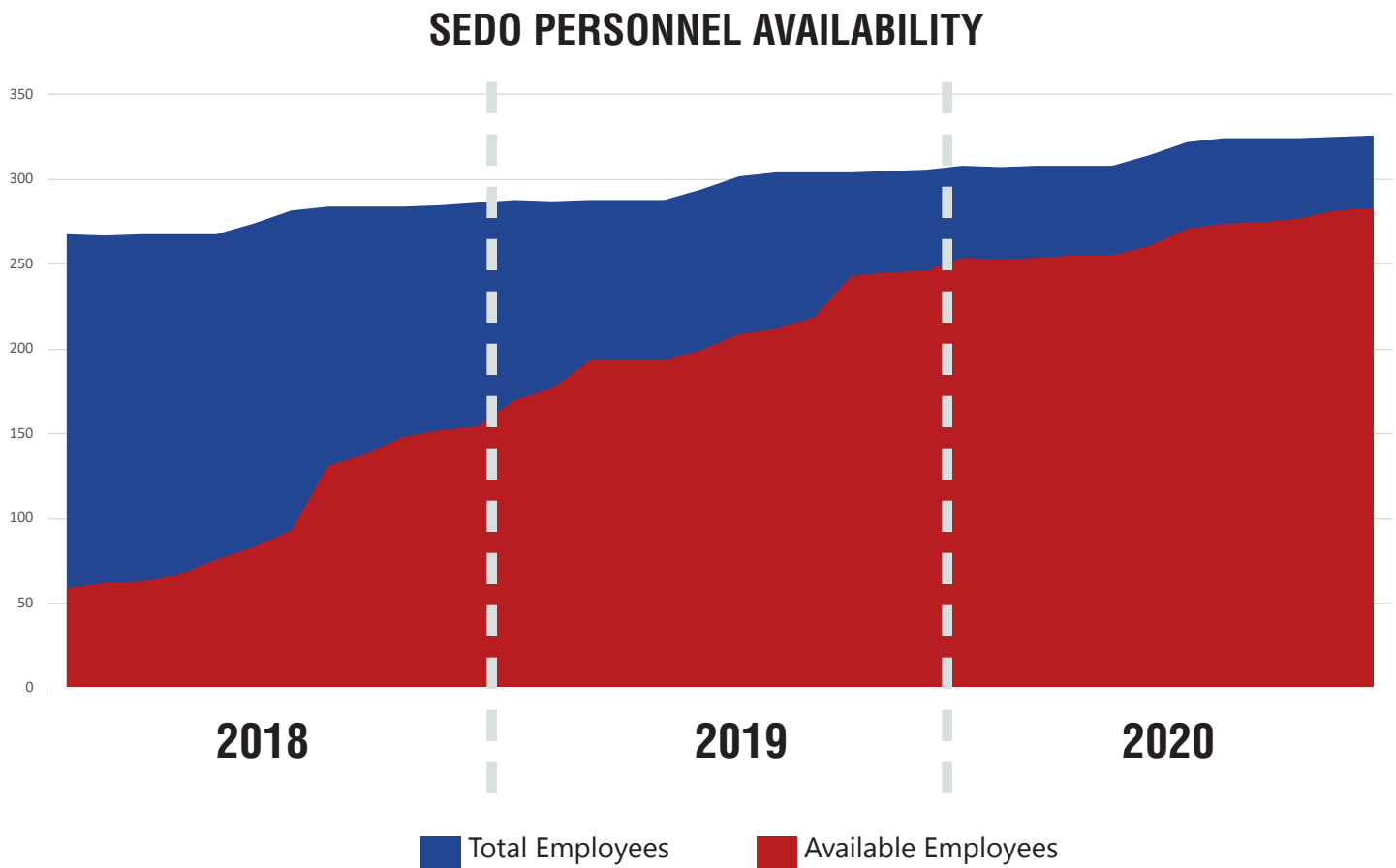
In recent history, Hensel Phelps has consistently reported an annual revenue of \$3.5 Billion in total construction projects. This revenue provides a steady backlog of projects for Hensel Phelps in which our executive management can accurately forecast our staffing resource needs.

The goal of Hensel Phelps' Southeast District (SEDO) is to support our clients and the communities in which we live and work. Several of our current projects are completing within the next few months, which allows us to devote our attention on the City's Aquatic Center.

The Southeast District Office and Fort Lauderdale Regional Office have over 250 salaried employees and over 120 hourly craftworkers available to draw from for this project. Our proposed key personnel for the project shown in Section 3 - Qualifications of Team are immediately available and ready to go to work for the City.

Since our projects average approximately 20 to 24 months in duration, we are continually seeking new work with repeat and new clients to keep our people challenged and growing in their careers. This project fits well within Hensel Phelps procurement/execution strategy for the Southeast District.

The chart below depicts Hensel Phelps' Southeast District recent, current and projected workloads through 2020 which demonstrates we have the capacity to match our desire for the award of this project. We foresee ZERO issues performing the Aquatic Center Renovations within the schedule outlined in the RFP.



4.2.4 Available Facilities, Technological Capabilities, & Other Resources

Local Offices/Facilities

Hensel Phelps has been successfully designing & building commercial projects in the tri-county area for the last 16 years. Our regional office, located in downtown Fort Lauderdale is located less than three miles from the Fort Lauderdale Aquatic Center and only half a mile from City Management offices. All projects in South Florida are managed at the executive level out of this office. In addition, during the design phase of this project the project team will work out of this office and conduct all pre-mobilization and project planning from this location.

The team's lead designer & architect, Cartaya & Associates (C&A) is also headquartered in Fort Lauderdale and has been in operation since 1979. C&A facilities also have the capability of supporting the weekly design meetings throughout the design phase of the Fort Lauderdale Aquatic Center. Keith & Associates, our Civil & Landscape Designer, along with Louis Berger, our Structural, Mechanical, Electrical, Fire Protection & Plumbing Designer are located in Pompano providing significant resources and facilities during all phases of the project.

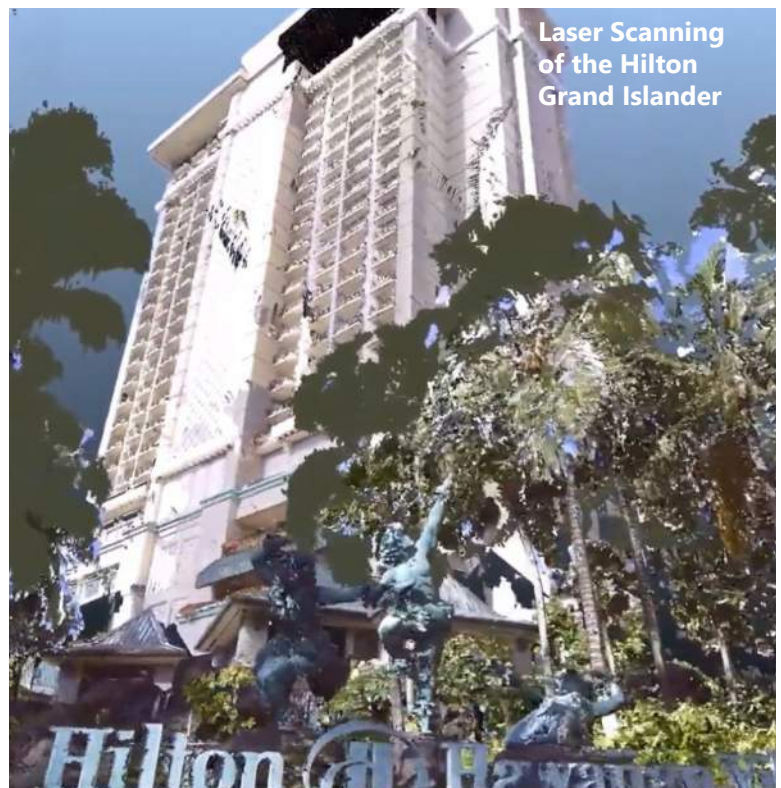
Hensel Phelps along with the entire design team are within a short drive of the Fort Lauderdale Aquatic Center and available resources to support the entire design process and renovation of the aquatic facility.

Technology

Hensel Phelps is proud of the state-of-the-art technical capabilities of the in-house Virtual Design, Construction, and Operations (VDCO) Group, as well as the Reality Capture (RC) Team. These exceptional professionals allow Hensel Phelps to support all the BIM, VDC, photogrammetry, laser scanning, and associated technological needs of all clients without the increased cost and time associated with hiring consultants and outside firms to develop these tools. The following narratives describe additional resources and services that can be offered to the City as added value. Through a careful evaluation the project funding, Hensel Phelps can work with the City to identify what additional services and resources the City would like Hensel Phelps to add to the project beyond what is required by the RFP and DCP.

BIM Implementation

Hensel Phelps has extensive experience utilizing BIM technologies on large and small projects similar in nature to the Fort Lauderdale Aquatic Center Renovation project. Over the past 10 years, Hensel Phelps has utilized BIM strategies as part of its virtual design and construction process. The BIM implementation strategies we have utilized have varied greatly on all projects as different clients and agencies identify their unique needs and capabilities to utilize the information and the value added that BIM brings to their particular project.



Hensel Phelps is a full service Design-Builder, therefore these are differentiating services that we can to our clients.

While on many projects the BIM model is only utilized for MEP coordination and structural clash detection, our integrated project Teams have fully utilized a model from preconstruction planning through operations and maintenance activities.

CAD/BIM Ability and Experience

Hensel Phelps uses both Autodesk Design Review and VICO Change Manager to review 2D CAD files to overlay versions for change comparison. Also, Design Review is used to review & markup .dwg sheets produced in Revit. Using this application allows the A/E's to import the markups and comments into the Revit file directly for swift incorporation streamlining the drawing review process.



AutoCAD through use of Revit allows the designer through its Building Information Modeling program (BIM) to use multidimensional, spatial models which lets the Designer view in 3D all elements of the design from the structure through the finishes. By doing so the Designers are able to develop documents with all design elements coordinated. The most commonly used software applications are as follows:

- AutoCAD-AutoDesk, Revit, Bentley, for drawing and BIM modeling in 2D, 3D and 4D.
- AutoDesk provides specialty systems which interface for trades such as Structural, MEP and numerous other trades associated with construction.

Emerging Technologies

With emerging technologies like virtual, augmented, and mixed reality becoming attainable to consumers, Hensel Phelps has been able to incorporate these technologies into multiple deliverables for clients. These services create a more immerse environment for owners, clients, and project partners to experience a space and acquire a better understanding of the spatial relationships in spaces being designed and built. Hensel Phelps provides these deliverables in a number of applications and devices such as smart phones, tablets, and VR headsets like the Oculus Rift, Samsung VR, HTC Vive, and Microsoft HoloLens. Harnessing the adaptability of the Fuzor platform, Hensel Phelps has been able to create customizable environments with features to fit the project's needs.

Whether it is exploring a space with the VR headset or easily navigating through a model on a smart phone or tablet, these solutions provide simple yet effective ways for end users to explore the virtually built environment. Hensel Phelps has found tremendous success in utilizing these technologies for virtual mock-ups. These environments have proven beneficial for drastically reducing the time required to approve design changes, discover potential space layout, sequencing, and constructability issues well before they became a problem, verify system details, and gather user group feedback.

These services can also be provided as added value should project funds be identified available to support adding them to the project scope.

Transition to Stabilized Occupancy (TSO)

Hensel Phelps' proven TSO process has been developed and refined over decades of facility operations. Hensel Phelps provides a custom approach to transitioning to facility operation stabilization for new facilities, vendor transitions, and/or other transitional situations. This structured approach provides a proven platform for immediate success in maintaining the building infrastructure on Day One. Through forward-looking analysis of the following elements, Hensel Phelps' Subject Matter Experts have successfully transitioned millions of square feet of assets for clients. The result of the entire TSO process creates a long-term bottom-line benefit through asset preservation and energy consumption savings. These services can be provided as added value should project funds be identified available to support adding them to the project scope.

5

References



FL Gulf Coast Univeristy
Fort Myers, Florida

SECTION FIVE

References

4.2.5 References



HENSEL PHELPS
Plan. Build. Manage.



Hyatt Development Corporation

9801 International Dr., Orlando, FL 32819

Brad Marman, Director of Development

407.284.1234

brad.marman@corphq.hyatt.com

Hyatt Grand Cypress Pool Renovation - The upgrades provide a tranquil escape coupled with vibrant activities for people of all ages. Hensel Phelps added lush tropical landscaping, rock formations, and modern lighting. The pool boasts 12 waterfalls, a waterslide tower pavilion, water jet splash zone and two whirlpools. The 800,000-gallon, half-acre pool is separated by a rock cave you can swim underneath, with one side being perfect for kids (complete with waterslide) and the other side a more peaceful, quiet setting. Seating walls within the rockwork and discovery paths lead to the rock-climbing stations, waterslide tower pavilion and separate heated pool. Additional features include a rope bridge across the pool, expansive, wraparound sundecks with private cabanas for rent and a poolside lounge serving specialty cocktails, sandwiches and more.

Completed in 2013

Total Actual Cost : \$4,946,646

Total Estimated Cost: \$4,694,530



JWR Construction

1311 W Newport Center Drive, Suite C, Deerfield Beach, FL 33442

Jerry DuBois, President

954.480.2800

jwr@jwrconstruction.cc



NOVA Southeastern University Pools - State-of-the-art complex with a 50-meter pool and a diving well which serves the needs of NSU collegiate athletes as well as K-12 students at the private University School. Not only can the pool handle lap swimming, water polo and diving events at the same time, but it also is designed to conform with the NCAA and Olympic-level standards by including a stainless steel gutter system, dual-leg long-reach starting platforms and 4-inch anti-wave lane dividers. The pool automatically monitors chlorine and acid levels, and a sparger system allows divers to land on a cushion of air bubbles. Surrounding the pool is a complete aquatics facility that features locker rooms, spectator stands, and timing equipment for record keeping and training rooms.

Completed in 2008

Total Estimated Cost: \$2,018,172

Total Actual Cost : \$1,159,002



City of Pompano Beach, Florida

100 W Atlantic Blvd, Pompano Beach, FL 33060

Tammy Good, Engineering Project Manager II

954.786.5512

Tammy.Good1@copbfl.com

Pompano Beach Aquatic Center - Cartaya is currently providing architectural services for this community park for a facility next to the community pool. This facility will provide a Training and First Aid room with showers and locker facilities along with handicap accessible parking adjacent to the entry. The building will also be provided with a pump room and chemical room and provide a chemical room.

Currently Under Construction

Total Estimated Cost: \$300,000

Total Actual Cost : Currently On-Budget



Counsilman - Hunsaker
AQUATICS FOR LIFE

Northern Arizona University

S San Francisco St, Flagstaff, AZ 86011

Ms. Agnes Drogi, LEED AP, CFP

Director of Planning, Design & Construction

928.523.0049

Agnes.Drogi@nau.edu

The new 120,000 sq. ft. Aquatic and Tennis Complex (ATC) is a state-of-the-art facility capable of hosting NCAA swimming and diving competitions as well as recreational activities. This facility offers the university and the Flagstaff community one of the finest high-altitude swimming facilities in the world.

The new swimming and diving facility serves the Lumberjacks Swim Team, campus recreational programs, community users, and a large contingent of visiting athletes from around the world. Aquatic amenities include 13,000 square foot competition pool, 4,300 square foot dive pool, and a 120 square foot spa

Completed in 2016

Total Estimated Cost: \$36,000,000

Total Actual Cost : \$36,000,000



Louis Berger



NOVA Southeastern

3301 College Ave, Fort Lauderdale, FL 33314

Randy Seneff
NOVA Southeastern University
954.262.8805

Louis Berger provided the overall pool design as well as structural, electrical, and mechanical engineering, water treatment systems, and geometry in keeping with NCAA requirements. This 1.2 million gallon pool is an NCAA Collegiate Competition Swimming and Diving Pool. It was strategically engineered to include a "bubbler system" that consists of rising bubbles to cushion the diver and lessen the impact. Built to FINA preferred standards, state-of-the-art equipment includes variable frequency drives for direct motor control, and high rate sand filters with automatic backwash. Also included are digital pool controllers with connectivity to building automation systems. The aquatics facility features locker rooms, spectator stands, timing equipment for record keeping and training rooms.

Completed in 2009.

Total Estimated Cost: \$6,000,000

Total Actual Cost : \$6,000,000



6

Price Proposal Form

Ransom Everglades School
Hollywood, Florida

SECTION SIX

Price Proposal Form

PRICE PROPOSAL FORM - (HENSEL PHELPS)
RFP# 12072-483 DESIGN-BUILD SERVICES FOR
FORT LAUDERDALE AQUATIC CENTER RENOVATION AT 501 SEABREEZE BOULEVARD

BASE BID FORM

Division 1	General Requirements	\$	2,597,009
Division 2	Sitework	\$	1,090,506
Division 3	Structural Concrete/Foundation	\$	1,548,000
Division 3	Foundation Dewatering	\$	3,342,502
Division 4	Masonry	\$	268,213
Division 5	Metals	\$	128,488
Division 6	Woods and Plastics	\$	14,172
Division 7	Thermal and Moisture Protection	\$	271,310
Division 8	Doors and Windows	\$	65,974
Division 9	Finishes	\$	527,624
Division 10	Specialties	\$	564,816
Division 11	Equipment	\$	7,662
Division 12	Furnishings	\$	13,987
	Special Construction - Pools, Equipment, Dive Tower and Platforms	\$	9,652,231
Division 21	Fire Protection	\$	0
Division 22	Plumbing	\$	612,950
Division 23	Heating, Ventilation and Air Conditioning	\$	370,238
Division 24	Electrical	\$	1,424,849
Division 27	IT/Low Voltage System	\$	0
Division 28	Fire Alarm	\$	w/electrical
Division 31	Earthwork	\$	583,483
Division 32	Exterior Improvements	\$	408,908
	TOTAL DIRECT CONSTRUCTION COST	\$	23,492,923
	Design Fee	\$	1,549,400
	Overhead and Profit	\$	1,650,884
	Payment and Performance Bond	\$	156,915
	TOTAL CONSTRUCTION COST	\$	26,850,121
	Owner Contingency (2%)	\$	458,381
	Contractor Contingency	\$	1,221,497
	TOTAL PROJECT COST	\$	28,529,999
	ACCEPTED ALTERNATES		
Alternate 1	Removable shade structure	\$	1,196,165
	Provide Steps that travel the width of the Dive Pool at the edge adjacent to the Dive Tower	\$	59,543
Alternate 2		\$	
	TOTAL ALTERNATES	\$	1,255,708
	GRAND TOTAL - BASE BID + ALTERNATES	\$	29,785,707



7

Contract Forms

Lane Field North Hotel
San Diego, California

SECTION SEVEN

Contract Forms

**THE FOLLOWING PAGES DO NOT COUNT TOWARDS THE PAGE
COUNT AND HAVE BEEN UPLOADED ONLINE VIA BIDSYNC.**

Supplier Response Form

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 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), with regard to the "Cuba Amendment," the Contractor 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 (2016), 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 (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), 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 (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR 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 PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR 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/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions 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 Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the 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.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance**, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may

arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor 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.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002,

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order 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 (2016), 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 this contract if the Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jhammond@henselphelps.com**

Password *

* Required fields

Supplier Response Form

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)
Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

1) Click Take Exception.

- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jhammond@henselphelps.com**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form

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
-	
N/A	N/A
N/A	N/A
	N/A
	N/A

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.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

- To take exception:
- 1) Click Take Exception.
 - 2) Create a Word document detailing your exceptions.
 - 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username [jhammond@henselhelps.com](#)

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone: Fax:

E-Mail Address:

What was the last project of this nature which you completed?

Hyatt Grand Cypress Pool Renovation
in Orlando, FL

The following are named as three corporations and representatives of those corporations for which you have performed work and which the City may contact as your references (include addresses, e-mail and telephone numbers):

Brad Marman, Hyatt Development Corp.	brad.marman@corphq.hyatt.com	407.284.1234
Stephen Jacobson, Hilton Worldwide	stephen.jacobson@hilton.com	808.521.2641
Greg Cook, Ritz-Carlton	greg.cook@ritzcarlton.com	954.302.6440

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

No

The name of the qualifying agent for the firm and his position is:

Certificate of Competency Number of Qualifying Agent:

Effective Date: Expiration Date:

Licensed in: Contractor's License/Certification #
(County/State)

Expiration Date:

NOTE: Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

To be considered for award of this contract, the bidder must submit a financial statement upon request.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) mm

b) Foundations & Structures

c) Pool / Spa & Associated Equipment

d) Mechanical / Electrical / Plumbing

e) Sitework / Utilities

f) Bleachers & Canopies

g) Finishes (Paint, Flooring, etc.)

3. What equipment do you own that is available for the work?

None

4. What equipment will you purchase for the proposed work?

None

5. What equipment will you rent for the proposed work?

Cranes / Forklifts / Storage
Containers / Dumpsters / Dewatering
Equipment

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jhammond@henselphelps.com**

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form

CONSTRUCTION BID 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) Hensel Phelps Construction Co.

Address: 100 NE 3rd Ave., Suite 440

City: Ft. Lauderdale

State: FL Zip: 33301

Telephone No. 954.447.0000 FAX No. 954.827.7770 Email: rcohen@henselphelps.com

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

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Jeffrey Wenaas	Chief Executive Officer	Name	Title
Michael Choutka	President / Chief Operating Officer	Name	Title

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

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received
001	11/28/2017	002	12/11/2017	003	12/19/2017	004	12/26/2017

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.

Addendum No. Contd: 005-1/3/2018, 006-1/10/2018, 007-1/11/2018, 008-1/25/2018, 009-2/9/2018, 010-2/13/2018, 011-2/16/2018; Reference Appendix B in the technical submission for variances and exceptions.

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, 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:

Richard Cohen
Name (printed)
2/16/2018
Date:


Signature
2/16/2018
Date:

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username jhammond@henselphelps.com

Password

* Required fields

Supplier Response Form

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. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

Richard Cohen / Operations Manager
Print Name and Title

2/12/2018
Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jhammond@henselphelps.com**

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

Name of Firm: Hensel Phelps

Address of Firm: 100 NE 3rd Ave., Ste. 440, Ft. Lauderdale

Telephone Number: 954.447.0000

Name of Person Completing Form: Richard Cohen

Title: Operations Manager

Signature: 

Date: 2/12/2018

City Project Number: 12072-483

City Project Description: Ft. Lauderdale Aquatic Center Renovatio

Please check the item(s) which properly identify the status of your firm:

- ☒ Our firm is not a MBE or WBE.
- ☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic
- ☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

- ☒ List Previous City of Fort Lauderdale Contracts

None

//

- ☒ Number of Employees in your firm 3,095

--Percent (15.6 %) Women

--Percent (41.7 %) Minorities

--Job Classifications of Women and Minorities

Carpenter/Laborer/Finisher/Operator/Foreman/General
Foreman/Field Engineer/Office Engineer/QC
Engineer/Lead Estimator/Project Engineer/Safety
Manager/Area Superintendent/Project
Superintendent/Project Manager/Senior
Estimator/Operations Manager/Chief
Estimator/Director of Operations

//

- ☒ Use of minority and/or women subcontractors on past projects.

10% to 70%

//

- ☒ Nature of the work subcontracted to minority and/or women-owned firms.

All Construction Trades

//

- ☒ How are subcontractors notified of available opportunities with your firm?

General Contractor
Showcases/Building Connected
Estimating Program/ABC Events/CASF
Events/Local Community Outreach
Events

//

- ☒ Anticipated amount to be subcontracted on this project.

70%

☒ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.
15%

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jhammond@henselphelps.com**

Password *

Save

Take Exception

Close

* Required fields

Bid #12072-483 - Fort Lauderdale Aquatic Center Renovation



CITY OF FORT LAUDERDALE

City of Fort Lauderdale, FL

Time left: 3 hrs, 19 mins

Bid started: Nov 17, 2017 4:55:58 PM EST

Bid ends: Feb 16, 2018 2:00:00 PM EST

Pre-bid conference: Optional

[? How do I place an offer?](#)

[Download Bid Packet](#)

[Remove from My bids](#)

[Details](#)

[Documents](#)

[Line items](#)

[Q&A](#)

[Pre-bid conference](#)

Bid #12072-483 - Fort Lauderdale Aquatic Center Renovation



Time started: Nov 17, 2017 4:55:58 PM EST
Bid contact: [See contact information](#)
Issuing agency: City of Fort Lauderdale, FL [See other Bids by this agency](#)
Bid Comments:

REQUEST FOR PROPOSALS

Sealed proposals will be received electronically until 2:00 P.M., local time, on **Monday, January 15th, 2018**, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for **BID NO., 12072-183, PROJECT NO., 12315 Fort Lauderdale**.

This project is located at 501 Seabreeze Boulevard, 33316, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, 1. Remove existing 50 meter Main Competition Pool and provide new expanded fully FINA compliant competition pool with (2) moveable stainless bulkheads. 2. Remove existing Diving Pool and underground observation room and provide new fully FINA compliant Diving Pool with dive tower including five (5) platform levels and 1 meter and 3 meter springboards. Provide elevated bleachers for +/- 550 spectator capacity on the west side of the Dive Pool. 3. Remove existing Spa for divers and provide new covered spa. 4. Repair existing 50 meter training pool with new surfacing and gutters. 5. Remove existing Instructional Pool and replace with expanded Instructional Pool. 6. Remove existing grandstand building and bleachers on north side of facility and provide new grandstand with spectator restrooms, concessions, ticket office, and bleachers for +/- 1500 spectator capacity. 7. Provide new pool deck and gutter systems. 8. Provide new pool deck and pool deck drain system. 9. Provide improvements to existing parking that include new asphalt, drainage system, utility connections, landscaping, and planters.

NOTE: Payment on this contract will be made by Visa or MasterCard.

Licensing Requirements: Possession of a State of Florida General Contractor's License.

Pre-Proposal Meeting/Site visit: A pre-proposal meeting and/or site visit will be held on Tuesday, November 28th, 2017, at 10:00 a.m., local time, at Fort Lauderdale Aquatic Center, located at 501 Seabreeze Boulevard, Fort Lauderdale, FL 33316.

It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit since tours at other times might not be available.

While attendance is not mandatory, it will be the sole responsibility of the bidder to inspect the City's location(s)/facilities **OR** /and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-bid meeting and/or site visit.

Bidding blanks may be obtained **free of charge** at BIDSINC.COM. Drawing Plans are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4th floor, (Monday thru Friday

8:00 am to 4:30 pm) at a **NON-REFUNDABLE** cost of \$25.00 (including sales tax per set). Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSINC.COM**

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **FIVE** percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways:

BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSINC customer care department.

Bidders may **upload** their original executed bid bond on BIDSINC to accompany their bids with the electronic proposal, and deliver, upon request, the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Bidders can **mail** their bid bond to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Certified Checks, Cashier's Checks and Bank Drafts CANNOT be submitted via BIDSINC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSINC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSINC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5933.

Added on Nov 28, 2017:

Addendum 1) Document added : Pre-Bid Meeting Sign in Sheet.

Added on Dec 11, 2017:

Addendum 2) **Second Pre-Bid Meeting will be Scheduled for Monday December 18th /2017 at 10:00 am at Fort Lauderdale Aquatic Center, located at 501 Seabreeze Boulevard, Fort Lauderdale, FL 33316.**

Added on Dec 19, 2017:

Addendum 3) Document added : Second Pre-Bid Meeting Sign in Sheet.

Added on Dec 26, 2017:

Addendum 4) The bid opening date for this project will be extended to Friday, February 2, 2018.

Added on Jan 9, 2018:

Addendum 5) Time for questions and answers will be extended to Friday, January 19 2018.

Added on Jan 10, 2018:

Addendum 6)

PAYMENT: Payment on this Project will be made by check and NOT P-Card as previously stated.



Alternate 1: Steps traveling the entire width of the pool at the pool edge adjacent to the Dive Tower.
Added on Jan 11, 2018:
Addendum 7)

Alternate corrections

Alternate 1: Removable shade structure for the grandstand and bleachers.

Alternate 2: Steps traveling the entire width of the pool at the pool edge adjacent to the Dive Tower.âÄÄÄ

Added on Jan 25, 2018:

Addendum #8 has been added to the Documents page. It includes the replacement of the sample contract, corrects errors in drawings and changes due dates.

Added on Feb 7, 2018:

Revised proposal page (adding alt. 2) has been uploaded to the documents page - replacing the previous

Added on Feb 9, 2018:

Addendum 9 has been added to the Documents Page

Added on Feb 12, 2018:

Addendum 10 has been add to clarify the solicitation number

Added on Feb 13, 2018:

Addendum 10 has been replaced (it was uploaded incorrectly before)

Bid Bond: [See bid bond information](#)
Classification codes: [View classification codes](#)
Contract duration: 570 days
Contract renewal: Not Applicable
Prices good for: 120 days
Regions: Florida, Broward

[Vendor viewed report](#)

[Bid History](#)

Fill out the qualifications for this agency. [Click here](#)

Addendum # 1 - made on Nov 28, 2017 1:54:04 PM EST

Description/Bid Comments: (Information was added)
Removed Documents: 12072-183_Aquatic_Center_RFP 11-17-17.docx
New Documents: Pre-bid Meeting Sign in Sheet.pdf
New Documents: 12072-183_Aquatic_Center_RFP 11-17-17.docx

Addendum # 2 - made on Dec 11, 2017 11:01:46 AM EST

Description/Bid Comments: (Information was added)

Addendum # 3 - made on Dec 19, 2017 12:17:52 PM EST

Description/Bid Comments: (Information was added)
New Documents: DOC121917.pdf

Addendum # 4 - made on Dec 26, 2017 11:51:38 AM EST

Previous Bid End Date: Jan 15, 2018 2:00:00 PM EST New Bid End Date: Feb 02, 2018 2:00:00 PM EST
Description/Bid Comments: (Information was added)

Addendum # 5 - made on Jan 09, 2018 4:59:06 PM EST

Previous Q&A End Date: Jan 05, 2018 7:00:00 AM EST New Q&A End Date: Jan 19, 2018 7:00:00 AM EST
Description/Bid Comments: (Information was added)

Addendum # 6 - made on Jan 10, 2018 2:27:15 PM EST

Description/Bid Comments: (Information was added)
Added Items: [Alternate 2](#)
New Documents: 12072-483 .ADDENDUM_6.doc

Addendum # 7 - made on Jan 11, 2018 2:04:45 PM EST

Description/Bid Comments: (Information was added)
Added Items: [Alternate 1](#)

Changed Items: [Alternate 2](#)

New Documents: 12072-483 .ADDENDUM_7.doc

Addendum # 8 - made on Jan 25, 2018 4:37:07 PM EST

Previous Bid End Date: Feb 02, 2018 2:00:00 PM EST **New Bid End Date:** Feb 16, 2018 2:00:00 PM EST

Previous Q&A End Date: Jan 19, 2018 7:00:00 AM EST **New Q&A End Date:** Feb 01, 2018 5:00:00 PM EST

Description/Bid Comments: (Information was added)

New Documents: Addendum 8.pdf

Addendum # 9 - made on Feb 09, 2018 12:28:39 PM EST

Description/Bid Comments: (Information was added)

New Documents: 12072-483 .ADDENDUM_9.pdf

Addendum # 10 - made on Feb 12, 2018 3:07:01 PM EST

Description/Bid Comments: (Information was added)

New Documents: 12072-483 .ADDENDUM 10.doc

Addendum # 11 - made on Feb 16, 2018 10:17:54 AM EST

New Documents: 12072-483_ ADDENDUM_11.doc

Change made on Jan 16, 2018 4:54:13 PM EST

Removed Terms Documents: Contractor Payment by P-Card Form

Change made on Feb 07, 2018 10:28:41 AM EST

Description/Bid Comments: (Information was added)

New Documents: Copy of Price Proposal Form revised.pdf

Removed Terms Documents: Price Proposal Form.xlsx

Change made on Feb 09, 2018 12:42:06 PM EST

Removed Documents: Copy of Price Proposal Form revised.pdf

New Documents: Copy of Price Proposal Form revised.pdf

New Documents: Copy of Price Proposal Form revised L.xlsx

Change made on Feb 13, 2018 8:55:24 AM EST

Description/Bid Comments: (Information was added)

Removed Documents: 12072-483 .ADDENDUM 10.doc

New Documents: 12072-483 .ADDENDUM 10.doc

[Place offer](#)

[Place "No bid"](#)



Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com





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 NO. 12072-483
FORT LAUDERDALE AQUATIC CENTER RENOVATION

ADDENDUM NO. 6

ISSUED: February 12, 2018

This Addendum is being issued to provide the following information. It 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 CITB Construction Bid Certification Page.

PAYMENT: Payment on this Project will be made by check and NOT P-Card as previously stated.

Alternate 1: Steps traveling the entire width of the pool at the pool edge adjacent to the Dive Tower.

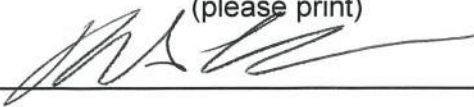
All other terms, conditions, and specifications remain unchanged.

Fausto Vargas

Procurement Specialist I

Company Name: _____ Hensel Phelps

(please print)

Bidder's Signature: _____ 

Date: _____ 2/12/2018



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 NO. 12072-483
FORT LAUDERDALE AQUATIC CENTER RENOVATION

ADDENDUM NO. 7

ISSUED: February 12, 2018

This Addendum is being issued to provide the following information. It 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 CITB Construction Bid Certification Page.

Alternate corrections

Alternate 1: Removable shade structure for the grandstand and bleachers.

Alternate 2: Steps traveling the entire width of the pool at the pool edge adjacent to the Dive Tower.

All other terms, conditions, and specifications remain unchanged.

Fausto Vargas

Procurement Specialist I

Company Name: _____ Hensel Phelps
(please print)

Bidder's Signature: _____ 

Date: _____ 2/12/2018



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

RFP NO. 12072-483
FORT LAUDERDALE AQUATIC CENTER RENOVATION

ADDENDUM NO. 8

ISSUED: January 25, 2018

This Addendum is being issued to provide the following information. It 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 CITB Construction Bid Certification Page and/or including it in your submittal.

- 1. Replace Contract Sample :** Added revised contract.
- 2. Time extended :** Proposal due date will be extended to Friday February 16, 2018 and time for questions and answers to Thursday February 1, 2018.
- 3. Corrected Drawings :** In response to question 47.
- 4. Bid Submission :** No electronic proposals will be accepted. Hard copy (paper) proposals along with a thumb drive are the acceptable means of submittal. (See Section 4, item 4.1 Number of Copies).

All other terms, conditions, and specifications remain unchanged.

Fausto Vargas
Procurement Specialist I

Company Name: _____ Hensel Phelps
(please print)

Bidder's Signature: _____ 

Date: _____ 2/12/2018



ITB NO. 12072-483
FORT LAUDERDALE AQUATIC CENTER RENOVATION

ADDENDUM NO. 9

ISSUED: February 9, 2018

This Addendum is being issued to provide the following information. It 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 CITB Construction Bid Certification Page.

1. CORRECTION: Section 2 – Special Conditions, item 2.5 Contract Term, 2nd paragraph is to be replaced as follows:

The City will enter into a contract with the successful DBF for a Guaranteed Maximum Price for the Work. The Guaranteed Maximum Price is the mutually agreed upon contract price to be paid to the design/build firm, and that the design/build firm guarantees not to exceed, for all labor, equipment, and materials to design, permit, administer, coordinate, inspect, construct and install the project within the contract time. The DBF submitted bid is to be a ~~lump-sum bid~~ Guaranteed Maximum Price for completing the Scope of Work in the RFP.

2. CORRECTION / DELETION – Section 4 Submittal Requirements, Item 6 Price Proposal Form: The requirement to include a separate Schedule of Values with your proposal for each phase or task of work is deleted / not required at this point. However, Proposer must be ready /prepared to provide backup for the Bid Price Proposal Form in the form of cost estimates, qualifications, assumptions, etc. upon request.

3. All Questions received before the due date as indicated on BIDSYNC, along with City Answers are made a part of this addendum:

Question and Answers for Bid #12072-483 - Fort Lauderdale Aquatic Center Renovation

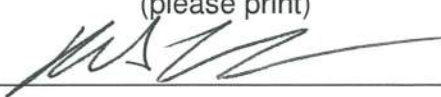


City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

James Hemphill

Asst. Manager Procurement and Contracts

Company Name: Hensel Phelps
(please print)

Bidder's Signature: 

Date: 2/12/2018



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 NO. 12072-483
FORT LAUDERDALE AQUATIC CENTER RENOVATION

ADDENDUM NO. 10

ISSUED: February 13, 2018

This Addendum is being issued to provide the following information. It 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 CITB Construction Bid Certification Page.


1. CORRECTION: CLARIFICATION: The complete solicitation number has been interchanged throughout the documents between the number 183-12072 and 483-12072. The correct solicitation number is 483-12072. Please note that all documents with the number 183-12072 notation should be corrected / considered to read 483-12072

All other terms, conditions, and specifications remain unchanged.

James Hemphill

Asst. Manager Procurement and Contracts

Company Name: _____ Hensel Phelps
(please print)

Bidder's Signature: _____ 

Date: _____ 2/13/2018



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

RFP NO. 12072-483
FORT LAUDERDALE AQUATIC CENTER RENOVATION

ADDENDUM NO. 11

ISSUED: February 16, 2018

This Addendum is being issued to provide the following information. It 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 CITB Construction Bid Certification Page.


1. CORRECTION: CLARIFICATION: Addendum #10 inadvertently reversed the correct numbering. Instead of 483-12072, it shall be 12072-483.

All other terms, conditions, and specifications remain unchanged.

James Hemphill

Asst. Manager Procurement and Contracts

Company Name: _____ Hensel Phelps
(please print)

Bidder's Signature: _____ 

Date: _____ 2/16/2018



Appendices

North Arizona University
Flagstaff, Arizona

APPENDIX A

Clarifications & Assumptions



HENSEL PHELPS
Plan. Build. Manage.

Clarifications and Assumptions

- 1 This proposal is based on mutually agreeable contract terms and the resolution of the contract comments included in our Technical Proposal.
- 2 The following Assumptions and Clarifications are provided to convey the basis of the estimate and general approach taken by Hensel Phelps in the preparation of the estimate. The detailed estimate backup provided for each area of the project shall serve as a reference for all scope of work (work activity, assumed quantity and level of quality) which has been taken into account in this estimate. Work not specifically indicated in this detailed backup should be considered Not Included (NIC).
- 3 The estimate assumes that multiple subcontractor and supplier bids will be obtained in each trade (with the exception of Weller Pools), and makes no allowance for temporary increases in cost due to local market conditions resulting in insufficient subcontractor or supplier bids. This proposal is based on Weller Pools performing all work associated with the aquatic elements and multiple subcontractor and supplier bids will not be obtained for the aquatic elements.
- 4 The estimate is based on five, eight hour workdays per week.
- 5 The estimate makes no provisions for sole-source specified items or products unless specifically required by the RFP. All items are assumed to be openly specified to allow competitive subcontractor and supplier bidding.
- 6 No monies have been budgeted for contaminated or hazardous materials, soil or water. No monies have been budgeted for treating of contaminated ground or surface water prior to discharge.
- 7 We have included an allowance of \$250,000 to address any unforeseen conditions, which is included in our construction contingency.
- 8 We have provided access to existing building(s) as noted in our site logistics plan and as described in the narrative in our proposal.
- 9 The overall project approach is based on the Revised Site and Aquatic Element Plan shown on Sheet RP-1. The conceptual designs reflected on the design build drawing are intended to represent the specific project elements that are required for the aquatic program based on the Design Criteria Package. The project elements reflected in our conceptual design build documents will be further developed during the design phase as required to appropriately incorporate all elements indicated into the Revised Site and Aquatic Element Plan. Please reference Revised Site and Aquatic Element Plan shown on Sheet RP-1 for the intended location and configuration of these elements.
- 10 We have not included any improvements to the existing Buildings #1, Building #3, Building #4 and Building 5 as indicated in the Design Criteria Package including upgrading any infrastructure or existing code violations in these buildings.
- 11 Hensel Phelps has included in our general conditions, performing a preconstruction survey of existing structures adjacent to the property.

A10 - Foundations

- 1 We have included augercast pile foundations to support structures and pool deck per the geotechnical report provided in the Design Criteria Package.
- 2 We have included temporary sheet pile excavation support using vibratory method in order to provide a safe, water controlled work area for the underground construction of the new Dive pool and Competition Pool. It is our intent to remove these sheet piles, however site logistics may require some of these sheet piles to remain in place.
- 3 We have included 6ft concrete pit and drain for the proposed Dryland Diving Area.
- 4 Pile cutoff will be crushed and left below the new slabs.
- 5 We have not included vibration monitoring of existing structures to remain during installation of augercast and sheet piling. If required, vibration monitoring is assumed to be part of owner provided testing.

A20 - Basement Construction

- 1 We have included a Bottom Plug for the construction of the new Dive Pool in order to provide a safe, water controlled work area and mitigate the unpredictable scope, cost and schedule associated with extensive dewatering.
- 2 We have included temporary sheet pile excavation support using vibratory method in order to provide a safe, water controlled work area for the underground construction of the new Dive pool and Competition Pool. It is our intent to remove these sheet piles, however site logistics may require some of these sheet piles to remain in place.
- 3 We have included an allowance for a complete wellpoint discharge system including pumps, sediments tanks and accessories. Actual site conditions can modify required dewatering scope and durations.
- 4 Our Revised Site and Aquatic Element Plan (Sheet RP-1) includes abandoning the existing dive pool and observation room and constructing a new pool deck above, in order to mitigate risk and cost associated with extensive dewatering and underwater demolition required to remove the structure of the existing dive pool.

B10 - Superstructure

- 1 We have included precast concrete dive tower structure, platform and stairs to ensure high quality construction tolerance and finish.

B20 Exterior Closure

- 1 We have included structures with masonry walls, finished with painted stucco.

B30 - Roofing

- 1 We have included single ply roofing at all building structures.

C20 - Stairs

- 1 We have included aluminum railings at the dive tower stairs and platforms.

C30 - Interior Finishes

- 1 We have included finishes as noted per Finish Schedule in the Design Criteria Package

D10 - Conveying

- 1 We have not included any conveying systems.

D20 - Plumbing

- 1 We have included a 5" thermoplastic trench drain with UV coating at the pool deck.

D40 - Fire Protection

- 1 We have not included any fire protection work.

D50 - Electrical

- 1 This proposal is based on the FPL vault being removed during construction with a combination of temporary and permanent power feeds provided by FPL to service existing facilities to remain operational during construction.
- 2 This proposal is based on FPL providing a new permanent power service and transformer to the west museum Building #5. Reference RFI #98.

E10 - Equipment

- 1 We have included a \$10,000 allowance for items noted in Section 4.1.2 Concession Equipment Schedule of the Design Criteria Package
- 2 We have not included general sound and public address systems.

E20 - Furnishings

- 1 We have provided 3 flag poles at the new entrance.
- 2 We have included an allowance of 5 exterior waste receptacles.

F10 - Special Construction

- 1 We have included a new stainless steel gutter at the Training Pool that matches the existing gutter profile in order to maintain the existing water level of the Training Pool.
- 2 All gutters will be installed utilizing SS mechanical anchors with no epoxy.
- 3 All filtration systems to be Defender filters
- 4 Main drain bodies shall be fiberglass in lieu of SS and grades shall be ABS in lieu of SS
- 5 Pool Plaster Finishes to be Florida Stucco, color 'Sky Blue Gem'

- 6 Starting block to be Paragon Quikset single-post blocks
- 7 We have provided a scoring and time system by Colorado Time Systems per scope review meeting between the City and Colorado Time Systems. The proposal provided by Colorado Time Systems dated January 25, 2018 includes the scope agreed to between the City and Colorado Time Systems.
- 8 We have included Dryland Diving concrete slab and 6'-0" deep pits with drains. The Dryland Diving Equipment is NOT included.
- 9 We have included fixed grandstand bleacher seating for the Dive Pool and Competition Pool. We have not included removable or portable bleachers.
- 10 We have not included any work to the existing Buildings 1, Building 3 and Building 5 as indicated in the Design Criteria Package including upgrading any infrastructure or services to these buildings.
- 11 We have included a new sparger system and new equipment for the new dive pool.
- 12 We have included geothermal system with three 8 inch supply wells and two 12 inch injection wells.
- 13 We have not included the cost of water to fill the new pools.

F20 - Selective Building Demolition

- 1 We have included demolition of all the structures and items indicated in the Design Criteria package. Our demolition scope is based on foundations we have obtained from as-built drawings.
- 2 We have included removal of the existing concrete pool deck. The existing piling will remain.

G10 - Site Preparations

- 1 We have included a new raised and regarding parking lot as noted in our design build documents.
- 2 We have included new 10 inch water line as noted in our design build civil drawings.
- 3 We have included 2.5 feet of fill to fill voids below the existing pool deck. No undercutting of subgrade below existing grades is included in our proposal. Reference RFI #119.

G20 - Site Improvements

- 1 We have included new drainage, asphalt and concrete curbs at the parking lot.
- 2 We have included an allowance of \$100,000 for landscaping and irrigation work.

G30 - Site Civil / Mechanical Utilities

- 1 We have provided exfiltration trenches for site drainage at the parking lot.

* End of Clarifications and Assumptions *

APPENDIX B

Contract Comments



HENSEL PHELPS
Plan. Build. Manage.

Contract Exceptions to Draft Contract Addendum 8

In accordance with the RFP this Appendix includes a list of the clauses Hensel Phelps and the design build team take exception to from the draft Contract issues with Addendum 8. Accompanying each exception is an explanation and justification for the exception. Hensel Phelps is confident a mutually agreeable Contract form can be negotiated with the City upon selection as the number one ranked firm.

1. Article 1 - GUARANTEED MAXIMUM PRICE (GMP)
 - a. Hensel Phelps takes exception to specific language within this clause and requests the City remove the language in this section that requires the GMP to include "unknown" onsite and off-site conditions. The risk of unknown conditions cannot be borne by the Design / Builder as it relates to guaranteeing a maximum price of the project. This would require the City to include a contingency budget in the GMP that would most likely make this project infeasible.
 - a. Hensel Phelps takes exception to specific language within this clause and requests the City remove the language in this section that requires the GMP to include off-site conditions since they are outside the limits of the project and risks cannot practically be determined based on the RFP and the scope of the project.
 - a. This clause is also in direct conflict with Article 11.11 of the contract which states that the DBF is only responsible for "observable and/or documented conditions" or "conditions ordinarily encountered generally recognized as inherent to the character of the work to be provided for in the project."
2. Article 7.1 – Liquidated Damages - Under this clause the DBF is subject to liquidated damages for not meeting the interim milestone of "Design, Construction Document, and Permitting Completion". The City should consider that tying liquidated damages to an interim milestone that does not affect the overall completion of the project does not ensure the completion of the project on time. Liquidated damages are intended to assign a value to damages incurred by the City. The City would not be harmed by the DBF not meeting an interim milestone.
3. Article 9.2 – Contract Price - Hensel Phelps takes exception to the City's stating the DBF fee may not to exceed 3%. The DBF fee shall be as submitted with the proposal or as negotiated prior to execution of the contract.
4. Article 9.2.B.1 – Direct Cost Items – Hensel Phelps takes exception to capping labor burdens at 35%. Hensel Phelps labor burdens exceed this amount and all labor burdens should be reimbursable with appropriate back-up since they are direct cost of work. As an alternate Hensel Phelps would suggest agreeing on billable rates that are inclusive of all labor burdens on the project.
5. Article 9.2.B.5. - Hensel Phelps takes exception to specific language within this clause which gives the City the right to determine whom Hensel Phelps rents equipment from.
6. Article 9.2.B.6. - Hensel Phelps takes exception to specific language within this clause which establishes a minimum threshold of \$150,000 subcontract that the City will reimburse subcontractor bond costs. Hensel Phelps is at risk for the performance of all subcontractors and our company policy requires that all subcontracts in excess of \$50,000 be bonded. Unless the City is willing to take the risk of subcontractor defaults this limitation should be removed from the contract and all bond costs should be reimbursable.
7. Article 9.2.B.6. - Hensel Phelps takes exception to specific language within this clause which gives broad authority to the City to direct Hensel Phelps to perform or not perform in whole or in part any portion of the General Conditions Work on the project. The scope of work performed by Hensel Phelps on the project will be negotiated with City.
8. Article 9.2.C.22 – Hensel Phelps takes exception to specific language within this clause which states that

costs for tools and equipment less than \$500 in individual cost are not reimbursable. All costs associated with the tools and equipment that are purchased for the project and are able to be turned over to the City should be reimbursable under a GMP contract.

9. Article 9.2.C.23 – Hensel Phelps takes exception to this clause which states that any cost not specifically identified as allowable shall be non allowable as a cost of work. It is not possible for a contract clause to identify every item that may fall under cost of work. This clause should be stricken as to not provide such broad and unilateral rights to the City to deny any specific cost not identified in Article 9.2.1.B.
10. Article 9.2.3 - Hensel Phelps takes exception to specific language within this clause which states that the City shall not be required to pay any costs that exceed the GMP and that the DBF shall have no claim against the City for any such costs. This broad language negates the DBF rights to file a claim where the cost might exceed the GMP value. Furthermore this clause does not provide for the DBF to be paid for changes or directives issued by the City that create costs which exceed the GMP value since the City has dictated the Owner contingency that is included in the GMP.
11. Article 9.4.1 - Hensel Phelps takes exception to specific language within this clause which states that “front end loading” or the increasing of any schedule of value item above the actual costs in the schedule of values will be considered a material breach of contract. At the time the schedule of values is developed it is not possible to know the actual cost of every item in the schedule of value and consequently the DBF cannot be in material breach of contract for doing something required by one section of the contract in a way that the DBF cannot comply with other terms in the contract. In addition, the same clause requires back up to be submitted for actual costs expended with each billing. It is not possible to “front end load” or get paid for costs over and above actual costs as the contract is written.
12. Article 9.9 - Hensel Phelps takes exception to specific language within this clause which states that the City’s Project Manager can subjectively determine that the remaining unpaid funds in the GMP are insufficient to complete the project and that the City may withhold payment to the DBF until they determine the DBF has completed sufficient work to warrant payment. This clause should be amended to identify objective criteria for an evaluation prior to withholding payment to the DBF.
13. Article 9.12 – Hensel Phelps takes exception to this clause which states that payment will be made through the CITY’s P-Card system. This is in contradiction to the Q/A as answered and Hensel Phelps has included no credit card fees or costs associate with receiving payments through the P-Card System
14. Article 11.10 - Hensel Phelps takes exception to specific language within this clause which states that the DBF warrants any aspect of the Design Criteria Package. The DBF did not produce the DCP and provides no warranty related to it accuracy, compliance with code or any other aspects. The DBF will warrant that the design produced by the DBF team complies with the technical requirements defined by the DCP and that the design produced by the DBF’s team will be warranted in accordance with contract. In addition, the Design Builder must be able to rely on the Design Criteria Package provided by the City because it is the only information which defines the requirements of the project. This is a fundamental premise of Design Build contracting and is covered under the Spearin Doctrine and supported by significant case law.
15. Article 11.12 - Hensel Phelps takes exception to this clause. This clause is also in direct conflict with Article 11.11 of the contract which states that the DBF is only responsible for “observable and/or documented conditions” or “conditions ordinarily encountered generally recognized as inherent to the character of the work to be provided for in the project.” In addition, the DBF cannot ascertain the exact locations of all utilities without being awarded the project and executing the design and investigative phase of the project.
16. Article 11.12 - Hensel Phelps takes exception to specific language within this clause which defers resolution of claims to after Final Completion. Disputes need to be resolved within a reasonable time frame and though practical in many instances, claims should not by contract be deferred until after the project is 100% complete.

17. Article 23.1. - Hensel Phelps takes exception to this clause. This clause is a "no damages for delay clause". If the City delays the project, the City should be responsible for all costs associated with the delays. Without this fundamental responsibility the City could delay the project indefinitely or repeatedly without any accountability putting the Design Builder at risk for liquidated damages or costing the design builder and its subcontractors unquantifiable costs that could not reasonably be predicted and included in the GMP to the City.
18. Article 24.1 - Hensel Phelps takes exception to this clause. This clause limits the liability of the City to \$1,000 for any claim or breach of contract. This is an unreasonable clause that negates and conflicts with all other clauses in the contract that identifies how changes and disputes are handled under the contract. This clause allows the City to operate contrary to every clause in the contract and only be liable for \$1,000 for each breach regardless of the damage caused by each breach. By way of example the City could refuse to pay Hensel Phelps and our subcontractors millions of dollars for approved in place work and create a breach covered by Article 16 of the Contract. The Design Build firm could only then under this proposed clause recover \$1,000 for millions of dollars of work the City agrees has been completed.
19. Article 26.2 - Hensel Phelps takes exception to specific language within this clause which identifies a Construction Manager role. Hensel Phelps also takes exception to the language which expands audit writes to flow down to subcontracts which are Lump Sum Contracts. It is not practical nor will the City benefit from a competitive bidding market once design is complete if lump sum competitive bids cannot be taken and protected.
20. Article 26.11 - Hensel Phelps takes exception to this clause. This clause establishes that every provision in the contract is a material provision. This gives either party the ability to claim a failure to comply with any provision, regardless of how small or inconsequential, is material breach of contract and is justification for termination of the Contract.