11. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING WORK ORDER NUMBER TWO WITH GILBANE BUILDING COMPANY FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE INCLUDING ALL SITEWORK (FILL SITE TO FINISHED GRADE) UTILITIES, PUBLIC SPACES, BOARDWALK & PROMENADE, STREET IMPROVEMENTS, LIGHTING AND LANDSCAPING, OVERALL PROJECT ADMINISTRATION, SCHEDULING, AND BUDGETING FOR THE MARINA SOUTH FOR AN AMOUNT NOT TO EXCEED $349,954 DOLLARS; ASSISTANCE WILL BE PROVIDED IN ACCORDANCE WITH HOURLY RATES ESTABLISHED IN THE CONSTRUCTION SERVICES CONTRACT WITH GILBANE BUILDING COMPANY; PROVIDING FOR AN EFFECTIVE DATE.
MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: October 4, 2012

CC: Ruth Jones, City Manager
    Michael Haygood, Interim CRA Attorney

SUBJECT: Agenda Item No. 11, Resolution to approve Work Order Number Two with Gilbane Building Company for the provision of Owners Representative Services for the Marina Site Work / Project Administration / Infrastructure from October 10th through September 2015.

Request for Board Action
The Agency is requesting the Board of Commissioners to approve a resolution authorizing work order two with Gilbane Building Company for the provision of Owners Representative Services for the Marina Site Work, Project Administration, and Infrastructure. The work order is from October 10, 2012 through September 30, 2015, and includes a budget of $168,905 for Fiscal Year 2012/2013. The total budget for the project is $349,954 over a three year period, and is aligned to correspond with the project’s construction schedule. The Work Order has been prepared in accordance with the contract with Gilbane approved on June 18 2012. The Contract establishes that all work will be authorized and completed under individual work orders and subtasks that are required to be approved by the CRA Board. The owner’s representative will provide a single source responsibility for the project and provide a broad range of construction related services. They will monitor the design and development process and observe construction. Gilbane will maintain the overall project schedule and budget, assist in selection of the design and construction team, review payments, and resolve problems and conflicts throughout the construction process.

Fiscal Impact – Project Budget
The adopted 2012/2013 CRA budget has funding available for Owners Representative Services. The budget has provided $400,000 for these services. The budget for FY 2012/12 for Owners Representative Services for the Marina Site Work and Infrastructure is $168,905. The total budget for the next three years through completion of the project is $349,954. The Agency has adopted a Redevelopment Project Budget of $6 million for the Municipal Marina Site Work and Infrastructure. The details of the budget are outlined in Exhibit A of the work order. The Owner’s Representative fee of $349,000 is set to help the Agency manage the redevelopment project. The CRA anticipates additional work orders 2.b Newcomb Hall, 2.c Parking Garage/Public Market 2.d

Recommendation: CRA staff recommends approval of the attached resolution approving Work Order Number 2a.
RESOLUTION NO. 2012-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING WORK ORDER NUMBER TWO WITH GILBANE BUILDING COMPANY FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE INCLUDING ALL SITWORK (FILL SITE TO FINISHED GRADE), UTILITIES, PUBLIC SPACES, BOARDWALK & PROMENADE, STREET IMPROVEMENTS, LIGHTING AND LANDSCAPING, OVERALL PROJECT ADMINISTRATION, SCHEDULING, AND BUDGETING FOR THE MARINA SOUTH FOR AN AMOUNT NOT TO EXCEED $349,954 DOLLARS; ASSISTANCE WILL BE PROVIDED IN ACCORDANCE WITH HOURLY RATES ESTABLISHED IN THE CONSTRUCTION SERVICES CONTRACT WITH GILBANE BUILDING COMPANY; PROVIDING FOR AN EFFECTIVE DATE.

* * * * * *

WHEREAS, pursuant to its applicable procedures, the Agency selected Gilbane to provide professional owner's representative services based on the firm's qualifications as a nationally recognized firm having specialized and broad experience in construction services; and

WHEREAS, on April 11, 2012, the Board of Commissioners of the Agency authorized staff to negotiate with Gilbane as the top ranked firm from the RFP; and

WHEREAS, on June 18, 2012, the Board of Commissioners approved the agreement for Owner's Representative Construction Services (the "Agreement") for construction projects within the redevelopment area; and

WHEREAS, the Agency requires services of Gilbane Building Company to provide owner's representative services including project administration, construction schedules, and budgeting, for the Marine District South project; and

WHEREAS, pursuant to the Agreement, the Work Order extends the term of the Agreement through September, 2015, the expected completion date of the construction which is subject of the Agreement, subject to termination as set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Community Redevelopment Agency hereby approves the attached Work Order Number 2a, in accordance with the Agreement.

SECTION 2. This resolution shall be effective immediately upon its adoption.

[Signatures on following page]
PASSED AND ADOPTED this 10th day of October, 2012.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: ___________________________
Name: Billie E. Brooks
Title: Chairperson

Approved as to form and legal sufficiency

J. Michael Haygood
Haygood & Harris LLC
General Counsel to CRA

Executive Director

MOTION BY: ___________________
SECONDED BY: ________________

B. BROOKS
D. PARDO
C. THOMAS
S. LOWE
J. DAVIS
Work Order 2.a: Site Work and Infrastructure
The City of Riviera Beach Community Redevelopment Agency ("CRA or Agency") is undertaking a process to implement its 2011 CRA Plan for the redevelopment of the Marina District South ("MDS" hereafter). The City-owned Marina (Site) is the centerpiece for redevelopment initiatives in the Marina District South area. The vision behind the redevelopment of the Site is to expand public access to the waterfront. The Redevelopment will feature restaurants, retail, office, as well as public plazas, parks and open space.

On June 18, 2012 the CRA and the Gilbane Building Company ("Gilbane") entered into an Agreement for Owner’s Representative Services. Gilbane will be an agent of the CRA as “Owner’s Representative” (OR) and shall owe duties of care and loyalty to the Owner. Demands on the OR’s time and energy shall vary with the progress and stage of the various projects within the 2011 CRA Plan. The OR will provide a single source responsibility for the project.

The Agency and Gilbane acknowledge that the MDS redevelopment will occur in phased development. For each redevelopment activity/project, Gilbane shall prepare a proposal identifying the Services to be provided for the redevelopment activity/project and the schedule of compensation and payment (“Work Orders”). The Agency and Gilbane are submitting Work Order #2a (Site Work & Infrastructure) for approval by the CRA Board of Commissioners.
1. PURPOSE OF WORK ORDER

The purpose of this work order is to provide services related to the development of the Marina District South Redevelopment Plan consistent with and pursuant to the Owner’s Representative Agreement (“Agreement”) by and between the Riviera Beach Community Redevelopment Agency (“CRA or Agency”) and Gilbane Building Company (“Gilbane or OR”). Work Order 2a, Site Work/Infrastructure, is a project in the Marina District South 2011 CRA Amended Plan.

Gilbane will represent the Agency, as the OR, in the development, design and construction of public infrastructure including all sitework (fill site to finished grade) utilities, public spaces, boardwalk & promenade, street improvements, lighting and landscaping, overall project administration, scheduling, and budgeting. Gilbane shall not have the authority to bind the Agency to any contract. The site work planning and improvements will be done in coordination with marina wet slip water improvements. Gilbane is also a member of the Joint Work Team (JWT) outlined in the Noticed Element Agreement and the time for Gilbane’s services for this sub-task has been grouped in this work order. Gilbane shall attend all JWT meetings in person or via teleconference.

2. PROJECT BUDGET – See attached Exhibit A

<table>
<thead>
<tr>
<th>Sources</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBCRA (BB&amp;T)</td>
<td>$4,222,630</td>
</tr>
<tr>
<td>City (future utilities)</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Other (TBD if needed)</td>
<td>777,370</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td><strong>$6,000,000</strong></td>
</tr>
</tbody>
</table>

The CRA has restricted funds of $4,222,630 from its BB&T loan proceeds. The City’s Utility District has previously pledged $2 million. The City Utility District has issued a purchase order for nearly $1 million for utility improvements related to the wetslip project. An additional $1 million will be reserved for future public utilities for the upland redevelopment and is shown above in the Sources table. The preliminary budget will be adjusted upon approval of the final site plan and work to be completed by the Architect & Engineering (A&E) Team. The CRA is currently soliciting qualifications for an A&E Team (RFQ 369-12). The proposals are due on October 12, 2012. The Agency intends to secure the Board’s approval of contract terms by January 16, 2013 for the A&E team. The target hire date is consistent with the date set in the Noticed Elements Agreement with Viking Developers.

3. TERM OF WORK ORDER

In accordance to Section 4 of the Agreement, this work order, is added as an amendment to this Agreement and the term of the Agreement is extended through September 30, 2015, subject to all other terms of the Agreement. Section 5d provides subtasks for Gilbane Services under Work Order 2a. Each subtask will not begin until the authorization to
proceed is signed by the Executive Director. Each subtask may also be delayed or cancelled with 5 days notice by signed order of the Executive Director, to ensure that only timely and necessary services are provided by Gilbane as the complex multi-year project proceeds.

4. **OWNER’S REPRESENTATIVE COMPENSATION**

$350,000.00 is the budget set for the OR’s services at a $6 million plan projected through September 30, 2015. The OR’s fee for services is at 6.2% of the Current Capital Budget balance of $5.6 million available for disbursement – see Exhibit A below. A monthly project schedule is applicable and the Agency shall authorize work when it deems appropriate and the OR shall not be entitled to compensation until such authorization is given in writing.

Compensation is based upon a detailed hourly work plan budgeted by sub-tasks and in accordance with the Agreement. The subtask budgets are converted to a lump sum workorder paying Gilbane on a monthly basis, and shall be paid based on the percentage of authorized work completed. Section 5.d. below of this Work Order denotes the categories of services performed under this work order. The Agency will first authorize commencement before Gilbane incurs any cost associated with the approved subtask.

5. **SCOPE OF WORK**

A. **Program Administration**

Gilbane shall develop a program to manage the individual work scope elements and administer the program for the duration of the contract. Program Administration for the construction of Newcomb Hall/Visitor Center, Bicentennial Park, Public Market, and the Parking Structure (“Project Elements”) have been included in the Site Work/Infrastructure Work Order to the extent that the Period of Service overlaps. Program Administration is defined as subtask 2a.1 in Section 5.d. below.

B. **Pre-Construction**

1. Assist in the development of effective communication between all stakeholders.
2. Assist in the selection of the design (A/E) and construction (CM at Risk) teams for the construction of the Project Elements.
4. Provide support to the CRA, as defined in the Notice of Elements Agreement (NEA), including participation in the planning process and providing development and real estate advisory services as a member of the Joint Work Team (JWT).
5. Assist the CRA in its Noticed Elements plans and programs reviews
6. Work with the selected Architect/Engineer, including reviews of schematic and design development documents to ensure operational needs are met
7. Ensure NEA budget, schedule, and design issues are addressed
8. Review and comment upon Architect’s and Engineer’s plans and specifications
9. Prepare, maintain and monitor comprehensive Project budgets and schedules. OR shall notify the Agency of design decisions which may compromise the budget.
10. Review and provide recommendations on the CM at Risk organization and management plan, site preparation and logistics
11. Work with the CM at Risk, the CRA and the City to coordinate project controls and reporting systems
12. Review CM at Risk construction estimates and project schedules and provide recommendations and incorporate into overall project schedule and budget maintained by Gilbane
13. Review CM at Risk purchase and procurement plan and provide recommendations
14. Review CM at Risk targeted business plan and provide recommendations
15. Participate in value engineering or other cost-saving alternatives suggested by the CRA, the City, the Architect or the CM at Risk.
16. Propose, review and monitor payment requests for A/E Team, and CM
17. Review and provide recommendations on the Guaranteed Maximum Price (hereinafter “GMP”) submitted by the CM at Risk.
18. Review and provide recommendations for all proposed change orders.

C. Construction
   1. Provide on-site representation services, including observation of all work progress.
   2. Review construction procedures and processes.
   3. Assist CM at Risk in development of bid packages and procedures; including outreach efforts for local disadvantaged business enterprise (DBE) participation. Once established, monitor these processes.
   4. Assist CM at Risk, sub-contractors and Riviera Beach Community Development Corporation in the development of a Workforce Program to secure trade employment for local residents. Once established, monitor the programs achievements.
   5. Prepare, maintain and monitor comprehensive Project budgets and schedules including recommendations on the CM at Risk’s project budget, schedule and cost estimates (component of the comprehensive budget and schedule).
   6. Attend construction progress meetings
   7. Attend regular project meetings
   8. Continue design documents review, and monitor schedule and budget impacts
   9. Review and comment upon Architect recommended proposal requests
   10. Review proposal requests issued to the CM at Risk for budget and schedule impacts. Assist in the determination of cost responsibility
   11. Review all proposed change orders and provide recommendations.
   12. Assist CRA procurement of necessary testing and inspection services. Monitor results of all testing and inspection results during the project
   13. Work with the CRA to coordinate occupancy schedules
14. Assist in the development of start-up plans, check-lists, etc. for ongoing facilities operation. Review submitted materials and equipment manuals, warranties and guarantees.

15. Assist the CRA or City, if requested, with the procurement of specialty items such as furniture, fixtures and equipment.

16. Coordinate all A/E and CM communications & Integrate project components

### D. Work Order 2a Site Work/Infrastructure

<table>
<thead>
<tr>
<th>Sub-Task #</th>
<th>Sub-Task</th>
<th>Description</th>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a.1</td>
<td>Program Administration</td>
<td>Facilitate communication across team members to prevent delays and miscommunications; manage comprehensive project budgets to prevent overruns and report savings; assist in procurement scopes; build a master schedule and track it; ensure quality of drawings and meeting minutes; review the documentation and construction for accuracy, timeliness and quality.</td>
<td>Reports – formats subject to report types</td>
<td>Monthly through 9/30/15</td>
</tr>
<tr>
<td>2a.2</td>
<td>Joint Work Team</td>
<td>Participation in JWT planning meetings and calls; support CRA per Noticed Elements Agreement</td>
<td>Email updates</td>
<td>5 days after each meeting or call</td>
</tr>
<tr>
<td>2a.3</td>
<td>Marina (wet slips)/Site (uplands) – Master Budget &amp; Schedule</td>
<td>Coordinate project budgets and create master site plan schedule; coordinate site development, organization and mobilization between Project to avoid disruption of City-led marina (wet slips) project; development of construction site plan and temporary parking consistent with plans to maintain operations of the marina and marina businesses during the site work stage.</td>
<td>Preliminary Project Budget &amp; Revisions; Site Work Master Schedule; Construction Site Maps (likely in phases)</td>
<td>Jan. 2013 – Jan. 2015</td>
</tr>
<tr>
<td>2a.4</td>
<td>AE Firm Selection and Contract Negotiation</td>
<td>Procurement of and contracting for AE services</td>
<td>Word formatted solicitation and contract</td>
<td>July – January 2013 (contract approval)</td>
</tr>
<tr>
<td>2a.5</td>
<td>Local DBE and Workforce Development Program</td>
<td>Working with CRA and Purchasing Dept., assist in the development, implementation and monitoring of a “community benefits” program maximizing local market participation in construction and</td>
<td>RFQ Evaluation Criteria; Standard operating procedure development; Word formatted summaries for</td>
<td>Nov 2012; Mar – May 2013</td>
</tr>
<tr>
<td>Sub-Task #</td>
<td>Sub-Task</td>
<td>Description</td>
<td>Deliverable</td>
<td>Due Date</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td></td>
<td>job opportunities. Embody requirements in CM at Risk selection and tenant recruitment terms negotiated with Viking.</td>
<td>implementation and monitoring</td>
<td></td>
<td></td>
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<tr>
<td>2a.6</td>
<td>CM at Risk Selection and Contract Negotiation</td>
<td>Procurement of and contracting for CM at Risk services.</td>
<td>Word formatted solicitation and contract</td>
<td>December 2012 - April, 2013</td>
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<tr>
<td>2a.7</td>
<td>Design Plan Review</td>
<td>Quality assurance comments on architect/engineering plans for 30/60/100% submittals</td>
<td>Red line mark-ups in PDF format and final Word formatted acceptance letter</td>
<td>30 days after interim plan submittals and 15 days after final plan submittal; February 2013 – December 2013</td>
</tr>
<tr>
<td>2a.8</td>
<td>Negotiate GMP Contract</td>
<td>Final guaranteed cost and completion date agreement</td>
<td>Word formatted document</td>
<td>December 2013</td>
</tr>
<tr>
<td>2a.9</td>
<td>Construction Oversight</td>
<td>Monitor and on-site supervision of construction (see Section 5B)</td>
<td>Word formatted summaries</td>
<td>Weekly beginning one month before construction and continuing through project completion</td>
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<tr>
<td>2a.10</td>
<td>Coordinate Payment Requisitions</td>
<td>Comments on requests by Architect and CM at Risk</td>
<td>Word formatted summaries</td>
<td>March 2013 – Project Completion</td>
</tr>
<tr>
<td>2a.11</td>
<td>Close-out</td>
<td>Final project accounting; delivery of all related operating materials, warranties</td>
<td>Word formatted report</td>
<td>May – June 2014 or three months following project completion</td>
</tr>
</tbody>
</table>

E. Deliverables

1. Gilbane shall submit electronic formatted reports with supporting documentation via onemail. Gilbane shall maintain a secure ftp site with all formatted reports and project materials uploaded.

2. Electronic copies shall be submitted in the following format:
   i. Draft reports shall be submitted in Microsoft Word for Windows 2007 or later format as a single file for each submittal.
Marina District South; Work Order 2a. Site Work and Infrastructure

ii. Spreadsheets (e.g., for inspection checklists) shall be provided in Microsoft Excel for Windows 2007 or later as a single file for each submittal.

iii. Project reports shall be finalized in Microsoft Word for Windows 2007 or later; and PowerPoint 2007 or Later if requested by the CRA.

iv. Final reports are to be provided in PDF format as a single file for each submittal.

v. Critical path schedules shall be created in Primavera, and printed and delivered in Adobe PDF format.

3. Gilbane shall assist with value engineering at 30/60/90% plan submittal by the A/E Team.

F. Schedule of Payments

Gilbane will bill the Agency for each month of service completed for the above Sub-Tasks on a lump sum percent of completion method for each sub-task listed below. The Agency and Gilbane have negotiated a monthly payment schedule for each Sub-Task based on the time required to completion. The Agency reserves its right to defer, cancel or issue a work stoppage for any Sub-Task per Section 9 of the Agreement, and further provides that any individual subtask may be delayed with a 5 day notice.

<table>
<thead>
<tr>
<th>Work Order (Sub-Tasks)</th>
<th>Project Description</th>
<th>Task Begin - Complete Date</th>
<th>Units (Months)</th>
<th>Amount</th>
<th>Percent of Work Order (Sub-Task)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a. Total</td>
<td>Site Work/Infrastructure</td>
<td>10/11/12 to 9/30/15</td>
<td>36.0</td>
<td></td>
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<tr>
<td>2a-1</td>
<td>Program Administration</td>
<td>10/11/12 – 9/30/15</td>
<td>36.0</td>
<td>$102,882</td>
<td>29.40</td>
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<td>2a-2</td>
<td>Joint Work Team</td>
<td>10/11/12 to 9/30/15</td>
<td>36.0</td>
<td>62,482</td>
<td>17.85</td>
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<td>2a-3</td>
<td>Marina Site Work Budget, Schedule &amp; Coordination</td>
<td>1/1/13 – 1/1/15</td>
<td>25.0</td>
<td>36,689</td>
<td>10.48</td>
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<td>2a-4</td>
<td>AE Selection and Contract Negotiation</td>
<td>10/11/12 – 1/31/13</td>
<td>3.0</td>
<td>11896</td>
<td>3.40</td>
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<tr>
<td>2a-5</td>
<td>Local DBE and Workforce Development Program</td>
<td>11/1/12; 3/1/13 – 5/30/13</td>
<td>4.0</td>
<td>11,896</td>
<td>3.40</td>
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<td>2a-6</td>
<td>CM at Risk Selection and Contract Negotiation</td>
<td>12/1/12-4/30/13</td>
<td>5.0</td>
<td>11,896</td>
<td>3.40</td>
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<td>2a-7</td>
<td>Design Review</td>
<td>2/1/13 – 12/31/13</td>
<td>11.0</td>
<td>41,637</td>
<td>11.90</td>
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<td>2a-8</td>
<td>Negotiate GMP</td>
<td>12/13</td>
<td>1.0</td>
<td>5,948</td>
<td>1.70</td>
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<td>2a-9</td>
<td>Construction Oversight</td>
<td>1/1/14-4/30/14*</td>
<td>4.0</td>
<td>41,637</td>
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<td>2a-10</td>
<td>Coordinate Payment Requisitions</td>
<td>3/1/13-5/31/14*</td>
<td>15.0</td>
<td>14,870</td>
<td>4.25</td>
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<td>2a-11</td>
<td>Close-out</td>
<td>5/1/14-6/30/14*</td>
<td>2.0</td>
<td>11,094</td>
<td>3.16</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT DUE** | $349,954  | 100.00%  

* Item end date is contingent upon project completion and the associated date is an estimate.
6 PROJECT ASSUMPTIONS AND EXCLUSIONS

This Gilbane Work Order proposal is predicated upon certain assumptions and scope exclusions (below). A change in any of the listed assumptions/exclusions may constitute a request for a change to the project work scope. Any change to the project work scope shall require a change order that must be approved, in writing, by both the CRA and Gilbane.

1) The schedule published in the Noticed Elements Agreement between the City, CRA and Viking was assumed for Gilbane’s services.

2) The CRA reserves the right to delay the commencement of Gilbane’s services with 5 days notice or, in accordance to Section 9 of the Agreement, stop all services outlined in this Work Order for any reason or no reason.

3) Gilbane has accepted Exhibit A – Sources & Uses as a tentative Project budget and will work with the Agency’s Project Team to finalize. The Parties will finalize a construction plan within this budget and Gilbane’s cost of services will not change as long as the Project budget is not exceeded or the term of service has not been materially altered. Gilbane reserves the right to present a change order for its services in the event the Project Budget or the term of service is altered. In the event of a substantive scope change, either party may initiate change control procedures by issuing a written change order request to the other party. For stop work orders issued by the CRA, Gilbane shall cease affected tasks within one (1) business day of receipt of the written notice. Change requests shall be submitted in writing and include the: a) date of submittal, b) requested change, c) change in cost, d) change in schedule, e) reason for change, f) authorized signature of issuing Party, g) space for authorized signature of accepting Party. Change orders shall be reviewed within 30 calendar days of receipt. Change orders not reviewed within thirty calendar days may result in work stoppages. Both the CRA and Gilbane must sign change orders for changes to take effect. If a change order would result in an increase in the budget for this Work Order, approval by the CRA Board is required prior to the change taking effect.

4) Gilbane shall not provide engineering design services for the Marina District South Project as the selected AE firm will be responsible for project design. Gilbane shall provide independent engineering plan review of design plans submitted by the AE firm. The AE firm shall be responsible for responding to requests for information submitted by the CM firm after the AE work order is approved.

5) Gilbane shall not provide construction scheduling for the Project as the selected CM firm shall be responsible for construction scheduling. Gilbane shall provide an overall project schedule that incorporates the CM firm’s construction schedule. Gilbane shall monitor and report on project progress by both the Agency’s Project Team. Gilbane shall provide recommendations to the CRA should the Agency’s Project Team fall behind schedule or appear to exceed budget.
6) Gilbane shall not provide an engineer’s estimate of probable construction costs, as the CM at Risk firm will be responsible for construction cost estimates. Gilbane will provide an initial rough order-of-magnitude (ROM) budget estimate for the project (including expected design and construction management costs, and other related costs). Gilbane shall update its budget estimate using cost estimates provided by the CM at Risk firm. Gilbane shall track expenditures for the duration of the work order and make recommendations if projected costs exceed available budget.

7) Gilbane shall not be responsible for a quality control (QC) review of submitted design plans. Gilbane shall limit its review to a quality assurance (QA) administrative review to validate plan submittals against contract requirements and to coordinate project activities. Each AE firm is independently responsible for the quality of its own submittals.

8) Gilbane shall not be responsible for the quality of workmanship of any constructed elements. The CM at Risk firm is independently responsible and liable for its work products. Gilbane shall limit its review to a quality assurance (QA) administrative review to validate constructed elements against contract requirements and to help coordinate project activities.

9) The contracted AE firm shall be solely responsible for providing final “As Built” plans and for obtaining building permits.

10) Gilbane shall not be responsible for schedule delays or budget overages for the project. Gilbane’s role is limited to monitoring project schedule and budget and notifying the CRA if either is exceeded. Gilbane shall also provide professional recommendations to the CRA, to bring projects back on schedule or within budget.

11) Gilbane shall be included on all relevant communications related to the Marina South projects.

12) The CRA shall post all available Marina District South project plans, technical requirements, and project file information to its FTP site within 30 days of the notice to proceed for this work order. Gilbane shall not be responsible for project information not posted to the FTP site.

13) The CRA shall provide copies of all presentation materials during public and internal meetings.

14) Changes to the project beyond Gilbane’s control shall constitute a scope change. Examples include acts of God (e.g. windstorm events), hidden conditions (e.g. environmental contamination), changes in design specifications after plan approval, permit delays, building material shortages, change in consultants/contractors, new stakeholder requirements, and non-performance of others.

15) The CRA shall provide its own legal counsel

16) The project scope shall not deviate from the elements outlined in this scope of services without written approval from both the CRA and Gilbane.
APPROVALS & AUTHORIZATION:

In witness whereof, the Riviera Beach Community Redevelopment Agency and the Gilbane Building Company have agreed to the terms for Work Order 2a, expressed herein and submit the scope of services for approval by the CRA Board of Commissioners.

GILBANE BUILDING COMPANY

BY: __________________________
NAME: _________________________
TITLE: _________________________

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY:

BY: __________________________
BILLIE E. BROOKS, CHAIRMAN
### EXHIBIT A: SOURCES & USES STATEMENT

**EXHIBIT A: PROJECT SOURCES & USES BUDGET**

<table>
<thead>
<tr>
<th>Redevelopment Area:</th>
<th>Marina District South</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redevelopment Project Title:</td>
<td>Municipal Marina Site Work &amp; Infrastructure</td>
</tr>
<tr>
<td>Project Manager: Gilbane Building Company</td>
<td></td>
</tr>
<tr>
<td>Architect: TBD</td>
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<tr>
<td>Engineer: TBD</td>
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<tr>
<td>Construction Manager: TBD</td>
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<td>Other Contractor:</td>
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<tr>
<th>Proposed Completion Dates:</th>
<th>Start Date</th>
<th>End Date</th>
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<tbody>
<tr>
<td><strong>Design</strong></td>
<td>10/1/2011</td>
<td>1/1/2014</td>
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<td><strong>Construction</strong></td>
<td>9/1/2013</td>
<td>5/1/2015</td>
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<tr>
<td><strong>Facility Operations</strong></td>
<td>Not Applicable</td>
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<table>
<thead>
<tr>
<th>Redevelopment Project Funding Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget</strong></td>
</tr>
<tr>
<td>Project Loan Funds (BB&amp;T)</td>
</tr>
<tr>
<td>CRA Operating</td>
</tr>
<tr>
<td>City of Riviera Beach</td>
</tr>
<tr>
<td>Grant</td>
</tr>
<tr>
<td>Other Funding - To Be Determined - A</td>
</tr>
<tr>
<td>Other Funding - To Be Determined - B</td>
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**Total Redevelopment Project Funding** | $6,000,000 | $387,039 | $5,612,961 |

<table>
<thead>
<tr>
<th>Redevelopment Project Cost Schedule</th>
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<tbody>
<tr>
<td><strong>Land Acquisition</strong></td>
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<tr>
<td>Unallocated Budget</td>
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<tr>
<td>Professional Services</td>
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<tr>
<td>Owner's Representative: Gilbane</td>
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<td>Engineering</td>
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<tr>
<td>Design &amp; Survey</td>
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<tr>
<td>Construction:</td>
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<tr>
<td>Construction - Other Utilities</td>
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<tr>
<td>Inspection Fees</td>
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<tr>
<td>Furnishings &amp; Equipment</td>
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<tr>
<td>Other Project Costs</td>
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<tr>
<td>Contingency</td>
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<tr>
<td>Interim Project Cost Estimate</td>
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**Total Redevelopment Project Cost** | $6,000,000 | $387,039 | - |
EXHIBIT B
SITE WORK / INFRASTRUCTURE BOUNDARIES
(MARINA DISTRICT SOUTH)

Marine District South Master Development Planning Area
EXHIBIT C

Attached
Monthly Payment Schedule Details FY 2012/2013
Annual Payment Summary FY 2012/13  FY 2013/14  FY 2014/15
## EXHIBIT C

### OWNERS REPRESENTATIVE SERVICES
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
WORK ORDER 2A

### SUBTASK SCHEDULE OF VALUES - SCOPE 2A. Municipal Marina/Infrastructure

<table>
<thead>
<tr>
<th>FY 2013</th>
<th>oct</th>
<th>nov</th>
<th>dec</th>
<th>jan</th>
<th>feb</th>
<th>mar</th>
<th>apr</th>
<th>may</th>
<th>june</th>
<th>july</th>
<th>aug</th>
<th>sept</th>
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<tbody>
<tr>
<td>Project Administration</td>
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<td>$3,832.46</td>
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<td>JWT Support</td>
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<td>$3,652.27</td>
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</tr>
<tr>
<td>Construction Oversight</td>
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<td></td>
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<td></td>
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<td></td>
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<td>Requisition Process</td>
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<td>$991.36</td>
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### Summary

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<thead>
<tr>
<th></th>
<th>FY 13</th>
<th>FY 14</th>
<th>FY 15</th>
<th>Total</th>
<th>% of Work Order</th>
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<tbody>
<tr>
<td>Project Administration</td>
<td>$49,989.49</td>
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<td>CM Procurement and Contract</td>
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<tr>
<td>Minority Recruiting</td>
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<td>$11,355.88</td>
<td>$41,572.28</td>
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</tbody>
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