

Condensed Title:

Request For Approval To Issue A Request For Qualifications (RFQ) For A Construction Manager At Risk Firm To Provide Pre-Construction Services And Construction Phase Services Via A Guaranteed Maximum Price (GMP) Amendment For The Property Management Facility

Key Intended Outcome Supported:

Ensure well-maintained infrastructure

Supporting Data (Surveys, Environmental Scan, etc.): The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as "excellent" or "good."

Issue:

Shall the Mayor and City Commission approve the issuance of the RFQ?

Item Summary/Recommendation:

The relocation of the Property Management Division to a site outside of Flamingo Park has been a longstanding goal of both Flamingo neighborhood residents and the City. After completing an extensive evaluation, the Administration has made the determination to relocate Property Management to the City-owned property located at 1833 Bay Road, Miami Beach Florida 33139.

The Construction Manager's (CMR) Scope of Services shall include, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of the Guaranteed Maximum Price (GMP), and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

The CMR shall review Project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the Project team members. It is the intention of the City to enter into a contract with a CMR for pre-construction services prior to the 50% design submittal. The CMR shall, at each design phase (i.e. 50% and 90% design development and 100% construction document), review the plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the CMR shall, provide the City a proposal for a GMP Amendment for construction phase services and without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

APPROVE THE ISSUANCE OF RFQ.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	1	Amount	Account
OBPI	Total	N/A	
Financial Impact Summary: N/A			

City Clerk's Office Legislative Tracking:

Grace Escalante ext. 6447

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL FV	JGG	JMG

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: April 13, 2011

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR A CONSTRUCTION MANAGER AT RISK FIRM TO PROVIDE PRE-CONSTRUCTION SERVICES AND CONSTRUCTION PHASE SERVICES VIA A GUARANANTEED MAXIMUM PRICE (GMP) AMENDMENT FOR THE PROPERTY MANAGEMENT FACILITY**

ADMINISTRATION RECOMMENDATION

Approve issuance of the RFQ.

ANALYSIS

The relocation of the Property Management Division to a site outside of Flamingo Park has been a longstanding goal of both Flamingo neighborhood residents and the City. After completing an extensive evaluation, the Administration has made the determination to relocate Property Management to the City-owned property located at 1833 Bay Road, Miami Beach Florida 33139.

Lots 10,11,12; all in Block 13; Amended Plat of Block Thirteen of the Alton Beach Realty Company; Plat Book 9, Page 146, Miami-Dade County Records, Florida.

On September 09, 2009, the Mayor and City Commission approved the issuance of Request for Qualification (RFQ) No. 10-09/10 for the Planning, Design, Bid and Award, and Construction Administration Services for the Property Management Facility Project. On January 04, 2010, RFQ No. 10-09/10 was issued, and on March 01, 2010, the Evaluation Committee ranked Wolfberg Alvarez & Partners as top-ranked firm. On May 12, 2010, the Mayor and City Commission authorized the Administration to execute an Agreement with Wolfberg Alvarez & Partners for the Property Management Facility Project for architectural, engineering, and landscape architecture services for the Planning, Design, Bid and Award and Construction Administration services for the Project. On February 14, 2011, the City issued Wolfberg Alvarez & Partners Inc a Notice to Proceed with the Planning Services for the project. The final project shall meet at a minimum the LEED Silver rating, with higher rating levels encouraged. The program requirements necessitate a two story facility with a total gross square footage of approximately 24,000 s.f. At a minimum, the new Property Management facility will include the following functions:

- Administrative offices
- Workshops (Carpenter, Electrical, HVAC, Plumbing,)
- Parts inventory warehouse (equipped with storage racks and accessible by forklift)
- Materials storage
- Hazardous materials storage
- Locker rooms / restrooms

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- Loading area
- Oversized vehicles parking
- Emergency generator

It is important to note that it is the City's intention to enable the Property Management Division to vacate the Flamingo Park site as quickly as possible in order to implement the Flamingo Park Master plan that was approved by the City Commission on November 9, 2010.

In addition, the proposed Sunset Harbor garage project will address the parking needs of the Property Management Division, located across the Street at 1840 Bay Rd. The proposed garage will provide approximately 104 parking spaces for Property Management Division vehicles with a clearance height below 7'-2". Oversized vehicles will be parked at the proposed Property Management Facility.

The Project Schedule for the Property Management Facility is as follows:

Planning Phase: February 14, 2011 to June 7, 2011

Design Phase: June 7, 2011 to February 15, 2012

Construction Phase: February 15, 2012 to December 15, 2012

The Project Schedule for the Sunset Harbour Garage is as follows:

Construction Phase: April/June, 2011 to April/June 2012

On April 22nd, 2009, the Mayor and City Commission passed an Ordinance amending the City Code of the City of Miami Beach, providing for City mandatory participation in the Leadership in Energy and Environmental Design (LEED) Certification Program for new construction or substantial renovations. The design of the facility will integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment in accordance with the US Green Building Council LEED Standard. The final project shall meet at a minimum the USGBC LEED SILVER certification for new construction, with higher rating levels encouraged.

CIP staff has studied the use of Construction Management at Risk (CMR) project delivery method for this project in lieu of a standard Design-Bid-Build process, since this delivery method will result in a LEED Silver certified facility for the best value.

It is very important that the City's first LEED certified facility exemplify the City's goals regarding sustainable architecture and be a facility that the City's residents, developers, business community and international visitors can look to as an example of sustainable architecture that we can all be proud of.

Under the CMR approach, the Owner enters into an agreement with a Contractor early in the design process which allows the facility to be designed and built-in partnership with the Design Professional, the Contractor, the Building Commissioning Agent and the City in an environment that fosters creativity, sustainability, innovation, constructability, frugality, quality, for the best price possible in today's market, all working together as a team to deliver a quality product that responds to the needs of the Client which in this case is the City's Property Management Division.

One of the most important distinctions between the CMR project approach and the Design-Bid-Build is that the CMR is selected based on the CMR firms qualifications which is a critical component when deciding what Contractor will build the City's first Silver LEED certified facility.

The CMR approach will give the City the added value of having a qualified contractor evaluate the project documents for any inconsistencies, errors and omissions between the various design disciplines and constructability of the project and advise on the selection of sustainable materials, and means and methods given the current market. This becomes extremely valuable in a LEED project.

The Project Team, consisting of the Owner (City), Design Professional and CMR work together to produce a quality project with a design that is also buildable in an environment based on a collaborative effort between the three parties in order to work out all the potential conflicts in the project prior to construction.

This project delivery method also minimizes additional services to the Design Team since most of the issues which may arise during construction are addressed during the CMR design phase reviews. Additional costs from the Contractor, including change orders and time extensions, are also minimized, since the GMP amendment prohibits most project cost adjustments. Under this approach, time is of the essence to the Contractor because there will be no compensation considered for delays.

In this particular Request for Qualifications (RFQ), the City has requested that CMR firms have a proven track record and experience in building at a minimum a **Silver LEED certified project**. Since this is the City's first Silver LEED Certified project, it would be invaluable to have a contractor that is a leader in the construction industry and has the experience of building sustainable architecture as evidenced through a completed LEED certified facility.

In this way, the City can gain valuable advice on the selection, quality, durability and performance of sustainable practices as evidenced through the experience of a construction professional.

By contracting with the CMR early in the process the City will save the time it normally takes to bid out via the Conventional Design-Bid-Build, which is approximately three (3) to four (4) months in advertising, bidding, and awarding the project.

To this end the CMR firm is contracted to perform pre-construction services and provide at the City's request or option, a Guaranteed Maximum Price (GMP) and certifies by signing the GMP contract with the City that the CMR firm can build the project for the GMP.

The City will request Pre-Construction Services as follows:

- Design Review, Constructability and Value Engineering
- Review of Onsite and Offsite Conditions
- Cost Estimating and Cost Controls
- Scheduling
- Bidding (GMP submittal & Negotiations)

The CMR is tasked to work with the Design Professional during the course of design to advise the City of the constructability of the design and provide value engineering of the Design Professionals documents, to check the quality of the documents and advise the Owner of the most efficient, and economical ways to build the project pursuant to the Owners goals and objectives for the project. Some of the building systems the CMR will be evaluating are as follows:

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- HVAC systems, including chillers, pumps, cooling towers, air distribution systems
- Energy Management Systems (EMS)
- Electrical power distribution systems, emergency power generators and automatic transfer switching, uninterruptible power supply systems, lighting control systems
- Fire protection (fire alarm systems, pumps & controls, water-based fire protection, automatic fire suppression systems, smoke & fire dampers, etc.)
- Telephone and intercommunications systems
- Renewable Energy Systems (wind, solar, etc.)
- Elevators
- Cable TV and CCTV systems
- Water intrusion envelope (roofing, windows, doors, etc.)
- Plumbing systems, water distribution, sanitary systems, domestic hot water, control valves, re-circulating pumps
- Irrigation systems
- System integration (between existing and new systems)
- Storm water collection and management systems

The end result is a Guaranteed Maximum Price (GMP) from the Contractor, which is subject to restrictions in change order requests and minimizes, or eliminates, additional costs to the City. In order to ensure that the City is successful in negotiating the best value for this project, the City will hire an independent Construction Estimator to provide assistance in validating the CMR's construction costs according to the current market.

The "Best Value" Procurement process will be used to select a firm with the necessary experience and qualifications, the ability, capacity and proven past successful performance in providing Construction Management at Risk services.

In addition, the CMR shall provide LEED documentation as required by the US Green Building Council LEED Standard and/ or City of Miami Beach Ordinance Section 100 whichever is most stringent. The CM at Risk Contractor shall evaluate the design documents submitted by the projects Architectural Team and make recommendations during design and construction that are consistent with the City's established LEED goals for the project. The CM at Risk Contractor will be responsible to provide all LEED required documentation required by the City, the Architect and the City's Building Commissioning Agent in addition to the following items:

- LEED documentation, application and all required submittals to achieve a USGBC LEED SILVER certification for new construction;
- Complying with the project's specifications that clearly delineate all LEED-related Contractor responsibilities and procedures, providing the LEED required documentation of all materials, technologies, and procedures upon which the achievement of design intent and LEED Silver certification depend;
- Coordinating with and assisting the City's Building Commissioning Agent / Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with the LEED standard for full documentation of building commissioning. In particular it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.
- The Project Team will conduct periodic meetings that will result in a list of clearly defined and clearly assigned actions and responsibilities for moving towards the achievement of LEED Silver certification and related project goals.

The total estimated Construction Cost Budget for the project is approximately \$3,500,000.

Because time is of the essence, the City may require (in order to expedite this project) the CM at Risk Contractor to phase this project as described below:

- **Phase One:** Demolition Phase to be developed as a separate GMP Amendment to the CMR to be scheduled in advance of the Notice to Proceed for the construction of the new facility by the CMR.
- **Phase Two:** Construction of the Proposed Property Management Facility via a GMP Amendment.

SCOPE OF SERVICES

The Construction Manager's (CMR) Scope of Services shall include, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of the Guaranteed Maximum Price (GMP), and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

The CMR shall review Project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the Project team members. It is the intention of the City to enter into a contract with a CMR for pre-construction services prior to the 50% design submittal. The CMR shall, at each design phase (i.e. 50% and 90% design development and 100% construction document), review the plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the CMR shall, provide the City a proposal for a GMP Amendment for construction phase services and without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Coordination with the Design Professional: In providing the CMR's services described in this Agreement, the CMR shall maintain a working relationship with the Architect/Engineer. However, nothing in this Agreement shall be construed to mean that the CMR assumes any of the responsibilities or duties of the A/E. The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement with the City. The A/E is responsible for the requirements of the Project as indicated in the Agreement between the City and the A/E. The CMR's services shall be rendered compatibly and in cooperation with the A/E's services

under the City. It is not intended that the services of the A/E and the CMR be competitive or duplicative, but rather be complementary.

Task 2 – Design Phase: Review of Design Documents, Scheduling, Estimating, and Cost Control: The CMR shall meet with the Architect/Engineer and City representatives to review the most current Architect/Engineer's Agreement. The CMR shall ensure that the parties jointly review, modify as necessary, and agree to a single design schedule, to be called the revised most current Architect/Engineer's contract.

The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the drawings with the written specifications. This includes but is not limited to, the CMR's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions.

Task 3 – Bid and Award Phase: The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed by the execution by the CMR of the sub-contractor's Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.

Task 4 – Guaranteed Maximum Price (GMP): After taking, reviewing and identifying the proposals from the responsive and responsible sub-contractors, the CMR shall propose to the City, a GMP, which shall be the sum of the proposed sub-contracts and the CMR's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency amount. The GMP shall be the full and complete amount for which the CMR agrees to go forward from the receipt of sub-contract bids to the full completion of the Project.

Prior to acceptance and execution of the GMP, the CMR shall submit a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality and the City's expectations.

Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements with the sub-contractors selected for the amounts included in the GMP Proposal for that sub-contract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

Task 5 – Construction Phase: Once the City has accepted the GMP, the City will issue a GMP Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- Coordinating site construction management services including but not limited to: regular job site meetings, maintaining daily on-site project log and schedule report, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and sub-contractor work performance for deficiencies, maintaining record copies of all contract documents, change orders and other documentation on site, overseeing construction management staff and subcontractor safety programs.
- Staffing each assigned project in a satisfactory manner. As a minimum, the CMR site personnel during the construction phase will include: a project manager, a full-time project superintendent and project administrative personnel. The CMR shall provide site personnel that are competent, English-speaking and able to communicate effectively.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- Preparing a schedule of values associated with the bid package identified and submitting it for approval by the Architect and City's representative(s). All payment requests must be in accordance with the schedule of values approved.
- Processing payment requests for approval by the Architect and the City's representative(s).
- Processing any change orders due to scope and modifications and shall submit it for approval by the Architect and the City's representative(s), including a cost estimate of the proposed change.
- Processing requests for information and coordinate with the Architect.
- Providing construction program accounting and reporting to the City as required.
- Monitoring for the presence of existing asbestos containing building materials and certify to the City that no asbestos containing material has been used.
- Providing monthly progress reports to the City.
- Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk (s).
- Coordinating with the Architect and City representative(s) the substantial and final inspections, prior to the Architect's approval and issuance of the Certificate of Substantial Completion.

Task 6 – Post-Construction Phase: The CMR will coordinate project closeout, start-up and transition to operation, per the contract for Construction. Activities include but are not limited to:

- The CMR shall coordinate project close-out, start-up and transition to operation.
- The CMR will coordinate with the Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the Architect).
- The CMR will coordinate with the City to prepare the Certificate of Final Inspection.
- The CMR will obtain and review for completeness, have corrected if necessary, and submit to the City, following the Architect's approval, all Warranties, Operations and Maintenance Manuals, and other such documents.
- The CMR is responsible to the City for Warranties and Guaranties.

- The CMR will complete all punch-list items generated by Contractor during their inspections.
- The CMR will coordinate and conduct the Occupancy Evaluation and Warranty Inspection.

MINIMUM REQUIREMENTS

For purposes of compliance with this minimum experience requirement, the term “Proposer” is hereby defined to mean the firm and/or business entity which is submitting a proposal pursuant to this RFQ. Accordingly, the firm and/or business entity must meet the minimum requirements listed below in order to be deemed responsive. Non-responsive bids will be disqualified from consideration.

For the purposes of this RFQ a LEED project is defined as a project that has followed the US Green Building Council LEED Standard for achieving at a minimum the USGBC LEED SILVER certification for new construction, with higher rating levels encouraged and has achieved at a minimum a Temporary Certificate of Occupancy (TCO).

Interested Firms shall address the following items in the RFQ response:

1. Team’s Experience

- Indicate the firm’s number of years of experience in providing CMR Services or Design Build services for projects of the same size and complexity as required by this RFQ.
- The firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.
- List all successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years. Describe the scope of each project in physical terms and by cost, describe the respondent’s responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent’s activities in relation to the project. An SF254 can suffice this request.
- List the firm’s successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years that achieved a USGBC LEED Silver certification for new construction or greater;
- List the firm’s personnel that have achieved LEED Accreditation.
- Provide the name(s) of the person, within your organization who was most actively concerned with managing each project;
- List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.
- Describe the firm’s experience in LEED certified projects and how this experience will be invaluable in navigating the City through the LEED certification process from design through construction and warranty period to achieve the certification it requires. In addition, describe sustainable materials, practices and building systems which the firm has successfully used in other LEED certified projects.

2. **Project Manager's Experience:** Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of five (5) years' experience in the management of construction projects, participated on a LEED certified project and possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, is well versed in project schedules and budgeting. Furthermore, this individual should have served as Project Manager on projects having the same size (i.e., construction budget of \$3.5 million or greater) and complexity, one of which is required to have achieved a USGBC LEED Silver certification as required by this RFQ.

3. **Previous Similar Projects:** Provide a list of a minimum of ten (10) projects which demonstrates the Team's experience in providing the services one of which is required to have achieved a USGBC LEED Silver certification as required under this RFQ and in the scope of services for this project. Please provide the following information for each sample project.
 - Client name, address, phone number, email
 - Consultant name, address, phone number, fax and/or e-Mail address
 - Description of the scope of the work
 - Role of the firm and the responsibilities
 - Month and Year the project was started and completed
 - Total cost and/or fees paid to your firm
 - Total cost of the construction, estimated and actual

4. **Qualifications of Project Team:** Provide a list of the personnel to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member to be assigned to this project. Provide a list of firm's personnel that have achieved LEED Accreditation.

5. **Risk-Assessment Plan (RAP):** All Consultants must submit a Risk-Assessment Plan. The RAP must not be longer than two (2) pages front side of page only should be included within the RFQ response. The RAP should address the following items in a clear and generic language:
 - Potential project risks. (Areas that may cause the Contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner)
 - Explanation of how the risks can be avoided/minimized
 - Propose any options that could increase the value of this project
 - Explain the benefits of the RAP. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. No brochures or marketing pieces please.

RFQ PROCESS

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of responses.

3. Opening of responses and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, consultants may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the response or responses acceptance of which the Evaluation Committee deems to be in the best interest of the City. The following criteria shall be utilized by the Evaluation Committee for the selection of the Consultant:
 - **(20 points)** - The experience, qualifications, quality control and assurance plan, and portfolio of the Principal Firm in particular as it addresses the firm's approach to LEED certified projects
 - **(20 points)** - The experience, qualifications and portfolio of the Project Manager, as well as his/her familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment
 - **(20 points)** - The experience and qualifications of the professional personnel assigned to the Project Team as well as their familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment in particular as it addresses the firm's approach to LEED certified projects
 - **(20 points)** - Experience with an integrated design approach, sustainability experience, innovative technologies, and LEED certified buildings
 - **(5 points)** - Risk Assessment Plan that reflects a clear understanding of project objectives; a thorough review of existing conditions; familiarity with the project site; a thorough understanding of all permitting and regulatory requirements and impacts; and other considerations that may impact the design and construction of the proposed improvements
 - **(5 points)** - Willingness to meet time and budget requirements as demonstrated by past performance, methodology and approach
 - **(10 points)** - Past performance based on quality of the Performance Evaluation Surveys and the Administration's due diligence based upon reference checks performed of the Firm(s) clients

The City may request, accept and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
7. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
8. Negotiations between the selected respondent and the City Manager will take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a respondent other than the top ranked respondent

if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.

9. A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
10. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

CONCLUSION

The Administration recommends that the Mayor and the City Commission authorize the issuance of a Request for Qualifications (RFQ) for a Construction Manager at Risk to provide pre-construction services and Construction Phase services via a Guaranteed Maximum Price (GMP) Amendment for the Property Management facility.