

Condensed Title:

Request for Retroactive Approval to Issue a Request for Qualifications (RFQ) For Resident Project Representative Services For Right-Of-Way Improvements To Neighborhood No.8, Central Bayshore (Package A), Lower North Bay Road (Package B), And Lake Pancoast (Package C).

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects.
Maintain City's Infrastructure.

Supporting Data (Surveys, Environmental Scan, etc.): 44% of the respondents of the 2009 Miami Beach Community Satisfactory Survey rated storm drainage as excellent and good. The 2007 Miami Beach Community Satisfactory Survey indicates that 84% of residents and 86% of businesses rated the services as good or excellent for recently completed capital improvement projects.

Issue:

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

Item Summary/Recommendation:

The City desires to independently contract with an A/E firm to provide full-time RPR to observe the construction of the work associated with the Bayshore Neighborhoods Right-of-Way Improvements Projects for the Central Bayshore (8A), Lower North Bay Road (8B), and Lake Pancoast (8C) Neighborhoods.

The RPR shall be qualified, meet all the requirements referenced herein, and have adequate understanding of the Project, and be able to address, process, evaluate, recommend, respond to, and review construction related correspondence. In general, RPRs will conduct onsite observations of the Contractor's work to assist the City in determining if the provisions of the respective Contract Documents and permit conditions are being fulfilled and to reasonably protect the CITY against defects and deficiencies in the Work of the Contractor.

The RPR shall review materials and evaluate, on a daily basis, the workmanship of the Contractor on each of the projects, report as to the progress, and report to City any deviations from the respective Contract Documents. It is the City's intent for the RPR to be present onsite to provide general oversight and direction. The means and methods of construction shall be the responsibility of each Contractor. As such, the RPR will not be expected to advise on or suggest methods of construction to the Contractor.

RPR's services shall be based upon a construction duration period of approximately twenty-six (26) months for Bayshore Package 8A/8C and sixteen (16) months for package B. Construction Contracts for packages 8A and 8C have been combined into one single contract and awarded to only one Contractor. The construction phase of both construction contracts, Packages 8A/8C and 8B, are currently scheduled to run concurrently. Construction activities are currently scheduled to commence in the 3rd quarter of 2011 with estimated completion in the 3rd quarter of 2013.

APPROVE THE ISSUANCE OF RFQ.

Advisory Board Recommendation:

Financial Information:



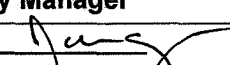
Source of Funds:	Amount	Account
1		
2		
OBPI	Total	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FV  GL 	DB _____ PDW _____	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 RETROACTIVE APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR RESIDENT PROJECT REPRESENTATIVE SERVICES FOR RIGHT-OF-WAY IMPROVEMENTS TO NEIGHBORHOOD NO.8, CENTRAL BAYSHORE (PACKAGE A), LOWER NORTH BAY ROAD (PACKAGE B), AND LAKE PANCOAST (PACKAGE C).**

ADMINISTRATION RECOMMENDATION

Approve issuance of the RFQ.

ANALYSIS

In accordance with Section 287.055, Florida Statutes, known as the "Consultants' Competitive Negotiation Act", the City may enter into a "continuing contract" for professional architectural and engineering services for projects in which construction costs do not exceed \$2 Million or for study activities for which the fee does not exceed \$200,000.

The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations, which will take place after the selection of the firms deemed to be the most qualified to perform the required services. If the City is not able to negotiate a mutually satisfactory compensation schedule with the top-ranked firms which is determined to be fair, competitive and reasonable, additional firms in the order of their competence and qualifications may be selected, and negotiations may continue until an agreement is reached.

The City desires to independently contract with an A/E firm to provide full-time RPR to observe the construction of the work associated with the Bayshore Neighborhoods Right-of-Way Improvements Projects for the Central Bayshore (8A), Lower North Bay Road (8B), and Lake Pancoast (8C) Neighborhoods.

The RPR shall be qualified, meet all the requirements referenced herein, and have adequate understanding of the Project, and be able to address, process, evaluate, recommend, respond to, and review construction related correspondence. In general, RPRs will conduct onsite observations of the Contractor's work to assist the City in determining if the provisions of the respective Contract Documents and permit conditions are being fulfilled and to reasonably protect the CITY against defects and deficiencies in the Work of the Contractor.

The RPR shall review materials and evaluate, on a daily basis, the workmanship of the Contractor on each of the projects, report as to the progress, and report to City any deviations from the respective Contract Documents. It is the City's intent for the RPR to be present onsite to provide general oversight and direction. The means and methods of construction shall be the responsibility of each Contractor. As such, the RPR will not be expected to advise on or suggest methods of construction to the Contractor.

The City of Miami Beach is commencing construction on the Bayshore Neighborhoods Right-of-Way Improvements Projects which provides for water, storm water, and neighborhood improvements within the Central Bayshore (8A), Lower North Bay Road (8B), and Lake Pancoast (8C) Neighborhoods. Construction associated with these projects include the installation of water mains, storm water infrastructure, and storm water pump station with associated pressurized well systems; milling and resurfacing of existing roadways; sidewalk replacements; landscape installations and associated irrigation systems; and lighting.

On December 8, 2010, the Mayor and City Commission awarded the Bayshore Neighborhood No. 8B Right-of-Way Infrastructure Improvements project to Trans Florida Development Corporation and on January 19, 2011 they awarded the Bayshore Neighborhoods No. 8A and 8C Right-of-Way Infrastructure Improvements projects to Lanzo Construction.

RPR's services shall be based upon a construction duration period of approximately twenty-six (26) months for Bayshore Package 8A/8C and sixteen (16) months for package B. Construction Contracts for packages 8A and 8C have been combined into one single contract and awarded to only one Contractor. The construction phase of both construction contracts, Packages 8A/8C and 8B, are currently scheduled to run concurrently. Construction activities are currently scheduled to commence in the 3rd quarter of 2011 with estimated completion in the 3rd quarter of 2013.

SCOPE OF SERVICES

The following outlines the Resident Project Representative's (RPR's) duties and responsibilities:

General Coordination: The RPR will communicate daily or periodically with the CITY, the CITY's A/E CONSULTANT and CONTRACTOR, as needed. They will report on concerns as it relates to the construction effort and activities. In addition, the RPR shall also coordinate with the CONTRACTOR's Public Information Officer where notifications such as utility outages, road closures, etc. may be required. The RPR will monitor and verify that the CONTRACTOR has made the required notifications to the utility owners, residents and businesses as may be required.

Resident's Information Meetings: The RPR will be expected to attend and participate in Resident Information Meetings with the CITY and A/E CONSULTANT for each of the Projects.

Pre-Construction Meetings: The RPR will be expected to attend and participate in Pre-Construction Meetings with the CITY, A/E CONSULTANT and CONTRACTOR for each of the Projects. The Pre-construction Meeting shall be scheduled once the first Notice-to-Proceed is issued to the CONTRACTOR.

Weekly Construction Progress Meetings: The RPR shall attend and participate in weekly construction project meetings with the CITY, A/E CONSULTANT and CONTRACTOR on each Project. These meetings will serve as forums to review the status of construction progress, discuss construction issues, discuss schedule and/or cost concerns, discuss potential changes or conflicts, review the status of shop drawing submittals and contract document clarifications and interpretations, and to resolve problems before they become critical. RPR shall review weekly meeting minutes distributed by A/E CONSULTANT and two week look ahead provided by the CONTRACTOR and provide comments or objections to written statements within the specified timeframe. The RPR will prepare detailed weekly reports that describe the construction activities, progress, incidents and issues that have occurred on the construction site and distribute to the attendees in advance of the weekly construction progress meetings.

Field Inspections: The RPR shall conduct field inspections on a daily basis throughout the duration of construction. The RPR shall be present at the construction site daily during the construction phase of the project and will be expected to be available, as needed, throughout the CONTRACTOR's work day.

Specialty A/E CONSULTANT Site Visits: The RPR will monitor the number of specialty site visits requested by the CONTRACTOR or CITY and conducted by the A/E CONSULTANT. When it becomes evident that a specialty site visit from the design Engineer of Record (EOR) will be required, the RPR will notify the EOR to discuss and schedule a mutually acceptable time for meeting at the construction site.

Daily Reports: The RPR will prepare daily reports, on the same date as construction occurs, to record the daily performance of the CONTRACTOR as well as other significant contract related matters. Daily reports shall be uploaded to the CITY's E-Builder document management system by the RPR. At the end of each week, the RPR will forward the original daily reports to the CITY for review. The RPR will maintain and file paper copies of the daily reports onsite for reference. The daily reports shall include records of when the CONTRACTOR is on the job-site, field inspections, weather conditions, change orders, changed conditions, list of job site visitors, daily drilling and testing activities, testing results, testing observations, and records of the outcome of tests and inspections. At a minimum the daily reports will contain the following information:

- Weather and general site conditions
- CONTRACTOR's work force counts by category and hours worked
- Description of Work performed including location
- Equipment utilized
- Names of visitors to the jobsite and reason for the visit
- Tests made and results
- Construction difficulties encountered and remedial measures taken
- Significant delays encountered and apparent reasons why
- Description of (potential) disputes between the CONTRACTOR and CITY
- Description of (potential) disputes between the CONTRACTOR and residents
- Summary of additional directions that may have been given to the CONTRACTOR
- Detailed record of materials, equipment and labor used in connection with extra work, or where there is reason to suspect that a claim or request for Change Order may be submitted by the CONTRACTOR
- Summary of any substantive discussions held with the CONTRACTOR and/or CITY
- Summary of nonconforming work referenced to corresponding Non-Compliance Notice

- A log of photographs taken

Photographic Record: Provide a photographic record of the overall progress of construction, beginning with preconstruction documentation, following with on-going construction documentation, and ending with post-construction documentation. Photographs shall be digital snapshot type taken to define the progress of the project and shall be filed electronically by month in the CITY's E-Builder™ document management system, labeled by date, time and location. The RPR will upload all photos to the E-Builder™ document management system on a weekly basis.

Adherence To Contract Documents: The RPR shall review materials and workmanship of the projects and report to the CITY any deviations from the Contract Documents that may come to the RPR's attention. RPR shall determine the acceptability of the work and materials and in concert with the A/E CONSULTANT (as necessary) and make recommendations to the CITY to reject items not meeting the requirements of the Contract Documents.

Delivery of Unaccepted Materials to Jobsite: As new materials are delivered to the jobsite, the RPR will check the material's certifications and samples and verify that an approved shop drawing was submitted for the material in question. If it is determined that a submittal has not been approved, the RPR shall immediately notify the CITY and issue a Non-Compliance Notice. In conjunction with the A/E CONSULTANT, the RPR will direct and supervise the sampling and testing of materials to be performed by the CITY's independent testing laboratory. The RPR shall maintain test report logs which shall be submitted to the CITY for review on a monthly basis and uploaded to the CITY's E-Builder™ document management system on a weekly basis. RPR shall also review invoices submitted by the independent testing laboratories and recommend payment by the CITY.

Shop Drawing Submittals: The RPR shall review shop drawing and product approvals throughout the duration of the construction period for familiarity prior to delivery of materials. RPR shall verify that CONTRACTOR is maintaining a submittal log, conducting timely submittals, and uploading approved shop drawings to the CITY's E-Builder™ document management system.

Issuance of Non-compliance Notices: The RPR will be responsible for notifying the CITY when they become aware of a condition that is believed to be in noncompliance with Contract Documents. Anytime the RPR notices a potential construction problem or a condition that could result in non-complying materials, equipment or workmanship the RPR will need to determine whether the condition poses an immediate threat to public health or safety. If a condition does not pose a threat to public health or safety, immediate verbal notification or "Pre-Noncompliance Notice" of the potential noncompliance should be made to the CONTRACTOR and the CITY. This verbal notice shall be documented in the RPR's daily report and shall advise the CONTRACTOR of potential construction problems, errors, or deficiencies that can be promptly resolved and do not warrant a Noncompliance Notice. If the CONTRACTOR fails to respond to the verbal notification within a reasonable timeframe, the RPR will notify the CITY and the CITY's Senior Capital Projects Coordinator will issue a Non-compliance Notice. If a condition poses an immediate threat to public health or safety, the RPR will notify the CONTRACTOR and CITY immediately and the CITY's Senior Capital Projects Coordinator will issue a Non-compliance Notice to the CONTRACTOR. Non-compliance Notices will include a description of the Work that does not meet contract requirements, along with a required timetable for corrective work to be implemented by the

CONTRACTOR. Other items that should be included in the Notice include a reference to the provision of the Contract Documents that has been violated.

Damage to Existing Facilities: The RPR will identify any existing facilities damaged by the CONTRACTOR and verify that the CONTRACTOR has notified the respective owner(s). Include record of such occurrences in the daily reports.

Change Orders: RPR shall perform an independent review of any Change Orders submitted by the CONTRACTOR and provide a written statement noting recommendation for approval or denial of the Change Order to the CITY. If recommended for approval, the RPR will note if the requested cost and schedule impacts are fair and reasonable. The RPR will be responsible for verify that A/E CONSULTANT is maintaining a Change Order log and uploading approved Change Orders to the CITY's E-Builder™ document management system. The RPR shall also participate in change request review meetings, with CITY and CONTRACTOR to resolve and/or negotiate the equitable resolution of request.

Requests for Information/Contract Document Clarification (RFIs/CDCs): When RFIs and CDCs involve design issue interpretations, the RPR will coordinate with the A/E CONSULTANT, as needed, to resolve the CONTRACTOR's Requests for Information, Contract Document Clarifications, Field Orders, and other related correspondence. The RPR will be also be responsible for verifying that the A/E CONSULTANT is providing a written response to RFIs and CDCs in a timely matter and that they are processing, logging, and distribute all RFIs/CDCs. RPR will verify that A/E CONSULTANT is uploading RFI and CDC responses to the CITY's E-Builder™ document management system.

Schedule: RPR will review and familiarize themselves with the construction schedule, monitor the progress of construction, and ensure the CONTRACTOR's adherence to the schedule. The CONTRACTOR will be required to submit a detailed schedule to the RPR at the pre construction meeting. This schedule will be reviewed and approved by the RPR and the CITY. This schedule will be updated in by weekly basis by the CONTRACTOR; however, the RPR will be responsible for reviewing the contractor's schedule to confirm accuracy of the work activities completed. Analysis of the CONTRACTOR schedule will be on the basis of planned versus actual costs for the month and contract to date.

Pay Requisitions: RPR shall verify CONTRACTOR's pay requisition quantities and sign off on all pay requisition quantities in the field. RPR shall be responsible for reviewing with the CONTRACTOR the monthly payment requisition to confirm the status of completed and uncompleted work and stored materials. The RPR shall advise the CITY of quantities being approved for subsequent concurrence for payment purposes. Payment Requisitions shall only be approved by the CITY.

Equipment Tests and Systems Start-up: RPR shall be responsible for coordinating various tests for quality control on the projects and verify that equipment tests and systems start-up are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up.

Record Drawings: RPR will monitor that record drawing mark-ups are properly maintained by the CONTRACTOR. At a minimum, the RPR will review the record drawing mark-ups on the 20th working day of every month, or more often, as deemed necessary by the CITY. CONTRACTOR's failure to maintain the record drawings in up-to-date condition may be deemed grounds for withholding CONTRACTOR's monthly payment requisitions until such

time as the record drawings are brought up-to-date. The RPR will notify the CITY if it considers the mark-up documents insufficient. The CITY will make final determination of payment withholding.

Safety: RPRs will be expected to recognize a hazard that any reasonable non-safety professional might be expected to recognize. In addition, those safety obligations extend only to recognizable hazards that the RPR may note while in the normal conduct of onsite business.

If a situation presents itself, the following procedures should be followed:

- Immediately direct personnel to remove themselves from the apparent danger,
- Notify the CONTRACTOR's superintendent of the apparent condition that caused the concern and that the affected personnel were directed to remove themselves accordingly,
- Notify the CONTRACTOR of the situation that arises concern, both in writing and verbally,
- Issue a written Notice of Noncompliance stating that the CONTRACTOR should take immediate action as it deems necessary to correct the deficiency / condition.
- Write a full report in the Daily Report on the condition found to be unsafe, all actions taken, and correspondence written, including times and names,
- Take photographs, of the concern,
- If the CONTRACTOR does not make corrections, the RPR should notify the CITY,
- The RPR will review the situation with the CITY for further direction,
- The condition, as well as all conversations and correspondence, will be recorded in the RPRs Daily Report.
- In the case of a construction-related accident, RPR will notify the CITY of the accident. RPR will direct the CONTRACTOR to prepare an accident report with a copy forwarded to the CITY.

Quality Control: The RPR will review and monitor the CONTRACTOR's adherence to an acceptable quality control program submitted by the CONTRACTOR prior to the issuance of the second Notice-to-Proceed by the CITY. This program will describe the Contactor's quality control, organizational procedures, documentation controls and processes for each phase of the work. Quality control during construction will be the responsibility of the CONTRACTOR; however, oversight and ensuring the CONTRACTOR complies with applicable jurisdictional construction standards will be enforced on the CITY's behalf by the RPR.

Proceeding with Disputed Work: In the event that an agreement cannot be reached on a Change Order, the CONTRACTOR must carry on the work and adhere to the project schedule in accordance with the contract general conditions. The RPR will log all forced work efforts related to disputed change order on a Forced Work Daily Log Reports which will be signed and dated by the RPR and the CONTRACTOR's representative at the completion of each workday. The RPR will forward copies of this form to the CITY for record purposes.

Maintenance of Traffic (MOT): The CONTRACTOR shall provide the RPR, CITY and A/E CONSULTANT with approved copies of its MOT at the Pre-Construction Meeting for general information purposes. It will be the RPR's responsibility to verify compliance with the MOT in the field.

Contractor Request for Services: When the CONTRACTOR requires services from the

CITY for issues such as water main shutdowns, tie-ins to existing water mains, special regulatory inspections, etc., a request shall be made in writing by the CONTRACTOR, and forwarded by the RPR to the CITY, a minimum of three working days prior to when required.

Substantial Completion: When the CONTRACTOR considers that the Work has reached Substantial Completion, the CONTRACTOR will notify the RPR who will verify that the work has progressed to the substantial completion point in accordance the Contract Documents. If the RPR is in agreement, the RPR will contact the CITY to agree on a schedule for conducting a substantial completion “walk-through” inspection of the Work. RPR shall attend and participate in the substantial completion “walk-through”, perform a substantial completion inspection with the CONTRACTOR, A/E CONSULTANT and the CITY, and prepare a punch list that describes items remaining to be completed. This punch list will be attached to the certificate of substantial completion.

Final Completion and Project Closeout: When the CONTRACTOR considers that the Work has reached Final Completion, the CONTRACTOR will notify the RPR who will verify that the work has progressed to the Final Completion point in accordance the Contract Documents. If the RPR is in agreement, the RPR will contact the CITY to agree on a schedule for conducting a Final Completion “walk-through” inspection of the Work. RPR shall attend and participate in the Final Completion “walk-through” and perform a Final Completion inspection with the CONTRACTOR, A/E CONSULTANT and the CITY. If the work is determined to be incomplete, RPR and other attendees will each develop a punch list of items requiring completion or correction prior to consideration of final acceptance of each project which shall be forwarded to the CONTRACTOR by the RPR for each project. Once all parties determine the work is complete and the CONTRACTOR has delivered all close-out documentation to the CITY, the RPR will prepare a Final Certificate for Payment. RPR will complete all necessary close-out and construction completion forms and documentation in coordination with the CITY for the projects. The RPR will work with the A/E CONSULTANT and the CONTRACTOR to ascertain materials required for the closeout binder, as required by the CITY, and review the Operation and Maintenance manuals for each project for completeness prior to forwarding documentation to the CITY.

MINIMUM QUALIFICATIONS

ALL FIRMS THAT SUBMIT A PROPOSAL FOR CONSIDERATION MUST MEET THE MINIMUM QUALIFICATIONS AS PROVIDED BELOW. IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE CONSULTANT’S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE. QUALIFICATIONS WILL BE CONSIDERED ONLY FROM PROPOSERS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING THE PROFESSIONAL SPECIALIZATION SERVICES AS DESCRIBED IN THIS RFQ.

Proposer: 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.

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

Item 1. Team Experience:

- List all projects 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.

- 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.
- The team must demonstrate through sample projects, firm philosophy, and design approach their commitment to Green Building and/or environmental quality and long-term operational efficiency of design products.
- Provide the name(s) of the person, or person within your organization who was most actively involved with managing each project.

Item 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 similar public or private projects and should have served as Project Manager on a minimum of three (3) previous projects having similar sizes and scopes.

Item 3. Previous Similar Projects:

Please provide a list of a minimum of ten (10) projects which demonstrates the Team's experience in providing the services 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 and e-mail address.
- Consultant (Architect or Engineer) name, address, phone number, fax and/or e-mail address.
- Description of the scope of the work.
- 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.
- Role of the firm and the responsibilities.

Item 4. Qualification of Project Team:

Provide a list of the personnel/sub-consultants to be used on this project and their qualifications as it relates to project scope. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member including any subconsultants, to be assigned to this project.

Item 5. Project Approach:

- Organizational structure of project team
- Project specific approach to this project

EVALUATION PROCESS

The procedure for response, evaluation and selection will be as follows:

- RFQ issued
- Receipt of responses.
- Opening and listing of all responses received.

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- 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, proposers may be requested to make additional written submissions or oral presentations to the evaluation committee.
- The evaluation committee will recommend to the City Manager the proposer(s) that the evaluation committee deems to be in the best interest of the City by using the following criteria for selection:

Total Points	Criteria
20	The experience, qualifications, and portfolio of the Principal Firm
20	The experience, qualifications and portfolio of the Project Manager, as well as his/her familiarity with this project and permitting process and a thorough understanding of the methodology and design approach to be used in this assignment.
30	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.
5	Willingness to meet time and budget requirements as demonstrated by past performance
5	Certified minority business enterprise participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, Miami-Dade County and/ or the South Florida Minority Supplier Development Council.
5	Location
5	Recent, current, and projected workloads of the firms
5	The volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm.
5	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.

- 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.
- 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 the 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.

- Negotiations between the selected proposer(s) and the City take place to arrive at agreement terms. If the City Commission has so directed, the City may proceed to negotiate an agreement with a proposer other than the top ranked proposer if the negotiations with the top ranked proposer fail to produce a mutually acceptable agreement within a reasonable period of time.
- A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
- 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 proposer(s) has (or have) done so.

Should the Mayor and Commission authorize the issuance of this RFQ, all procurement rules (i.e. Cone of Silence, etc.) will apply.

CONCLUSION

The Administration recommends that the City Commission retroactively approve the issuance of a Request for Qualifications (RFQ) for Resident Project Representative Services for Right-of-Way Improvements to Neighborhood No. 8, Central Bayshore (Package A), Lower North Bay Road (Package B), and Lake Pancoast (Package C).

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