

Condensed Title:

Request For Approval To Issue A Request For Qualifications (RFQ) For A Construction Manager At Risk (CMR) Firm To Provide Pre-Construction Services And Construction Phase Services Via A Guaranteed Maximum Price (GMP) Amendment For The Scott Rakow Youth Center Ice Skating Rink Mechanical Repairs And Building Renovations

Key Intended Outcome Supported:

Ensure value and timely delivery of quality capital projects and ensure well-maintained facilities.

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Community Satisfaction Survey indicated that 81% of residents rated recently completed capital improvement projects as "excellent" or "good" and 87% rated the appearance and maintenance of the city's public buildings as "excellent" or "good".

Issue:

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

Item Summary/Recommendation:

The mechanical cooling system for the SRYC - Ice Rink has been experiencing problems as identified by the facility operator. The Office of Capital Improvement Projects hired Bermello Ajamil & Partners, Inc. (BA & Partners) under contract with the City of Miami Beach as approved under resolution 2010-27415 (RFQ No. 01-09/10), for Architectural and Engineering Services. BA & Partners will provide the necessary design documents to address the mechanical system, new Low-E Ceiling System and renovation of South wall to include an insulated panel system and other associated improvements for the ice rink space. The design is currently at 50% design completion which is the ideal time to select the CMR in order for them to provide the pre construction services.

The Construction Management at Risk (CMR) firm is contracted to perform pre-construction services in conjunction with the design consultant team (BA & P), 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 CMR is tasked to work with the Design Professional during the course of design to advise the City of the constructability of the design; provide cost estimates and value engineering of the Design Professionals documents, to check the quality of the documents and advice the Owner of the most efficient, and economical ways to build the project pursuant to the Owners goals and objectives for the project specifically relating to the main scope of work which is, HVAC systems, air distribution systems, wall repairs, installation of insulating ceilings and other work as identified per project documents.

The CMR selected pursuant to the RFQ will be responsible for the Design Review, Constructability and Value Engineering, Review of Onsite and Offsite Conditions, Cost Estimating and Cost Controls, Scheduling, and Bidding (GMP submittal & Negotiations) associated with the Project.

The contract with the successful CMR will be awarded in accordance with the established requirements for award of contracts under the Consultants' Competitive Negotiations Act by using either a (i) competitive proposal selection process, or (ii) a qualifications based selection process.

The RFQ process will be used to select a firm with the necessary experience and qualifications, the ability, capacity and proven past successful performance in providing CMR services.

The total estimated Construction Cost Budget for the project is approximately \$1,200,000.

APPROVE THE ISSUANCE OF RFQ.

Advisory Board Recommendation:

Financial Information:

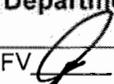
Source of Funds:	Amount	Account
OBPI	1	
Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Fernando Vazquez, Ext. 6135

Sign-Offs:

Department Director FV  AD 	Assistant City Manager / Chief Financial Officer JGG  PDW 	Interim City Manager KGB 
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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: Kathie G. Brooks, Interim City Manager

DATE: December 12, 2012

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR A CONSTRUCTION MANAGER AT RISK (CMR) FIRM TO PROVIDE PRE-CONSTRUCTION SERVICES AND CONSTRUCTION PHASE SERVICES VIA A GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT FOR THE SCOTT RAKOW YOUTH CENTER ICE SKATING RINK MECHANICAL REPAIRS & BUILDING RENOVATIONS**

ADMINISTRATION RECOMMENDATION

Approve issuance of the RFQ.

ANALYSIS

The mechanical cooling system for the SRYC - Ice Rink has been experiencing problems as identified by the facility operator. The Office of Capital Improvement Projects hired Bermello Ajamil & Partners, Inc. (BA & Partners) under contract with the City of Miami Beach as approved under resolution 2010-27415 (RFQ No. 01-09/10), for Architectural and Engineering Services. BA & Partners will provide the necessary design documents to address the mechanical system, new Low-E Ceiling System and renovation of South wall to include an insulated panel system and other associated improvements for the ice rink space.

The Scott Rakow Youth Center Ice Skating Rink Facility was constructed and accepted in January of 2004, over eight (8) years ago. According to Property Management personnel, the existing design has always presented challenges in maintaining an adequate balance of the ambient temperature within the interior space of the skating rink. In recent years, the existing mechanical units have been deteriorating and increased repair services have become a recurrent problem. The Public Works Department (PWD) and Property Management (PM) are aware that Capital Improvement Projects Office (CIP) is working as quickly as possible to have construction documents completed for a Construction Management at Risk (CMR) to perform improvements. PWD and PM will continue to maintain the operation of the current mechanical system until such time that the new mechanical systems and associated scope of work are installed and placed in operation.

The A/E services included and identified the following scope components:

- Architectural Design, Documentation and Construction Administration
- Mechanical, Electrical, Plumbing, Fire protection and Fire Alarm Engineering Design, Documentation and Construction Administration.
- Structural Engineering Evaluation of Existing Roof Framing Conditions, to be impacted by Proposed Mechanical Equipment design to the designated existing Roof Area.

- Independent Construction Cost estimate at the 50% and at the 90% Completion stage Milestone of Design and Documentation Stage.

The project design is currently at 50% design completion which is the ideal time to select the CMR in order to provide the pre construction services. The overall schedule for the Scott Rakow Youth Center / Ice Skating Rink Mechanical Repairs is as follows:

Design Phase by (BA&P)	October 2012 to February 2013
Bidding/Permitting Phase:	February 2013 to April 2013
Construction Phase:	April 2013 to July 2013

CIP staff has analyzed the use of CMR project delivery method for this project in lieu of a standard Design-Bid-Build process.

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 (CMR), and the City in an environment that fosters creativity, innovation, constructability, frugality, and quality, for the best price possible in today's market.

At a 50 to 60% design level is the ideal time to enter into this partnership to optimize the best value for the project. The preconstruction phase allow the delivery of a quality product that responds to the needs of the Client which in this case is the City's Property Management Division and the Parks and Recreation Department.

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 and direct experience based on the specific scope of work, which is a critical component when deciding what Contractor will build the outlined project.

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

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 potential and unforeseen conditions 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 eliminated, since the Guaranteed Maximum Price (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.

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 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 Owner's goals and objectives for the project, specifically relating to the main scope of work which is, HVAC systems, air distribution systems, wall repairs, installation of insulating ceilings and other work as identified per project documents.

The end result is a GMP from the Contractor, which is subject to restrictions 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 RFQ 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.

The total estimated Construction Cost Budget for the project is \$1,200,000.

SCOPE OF SERVICES

The CMR Scope of Services shall include, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of the 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 program plans requirement, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions or Value Engineering items. 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 90% design submittal. The CMR shall, at each design phase (i.e. 90% design development and 100% construction documents, 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, including but not limited to design, plans or site conditions. 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, required by the project site conditions or requirements indentified, 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 – 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 with the exception of Lead time required for any material and /or equipment.

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 GMP Adjustments due to owner requested changes in 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 A/E Consultants 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.

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 for projects of the same size, similarity of type of project 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 specifically 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.
 - 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.
- 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 ten (10) years' experience in the management of construction projects, 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 being of the same size (i.e., construction budget of \$1.2 million or greater) and complexity and type, 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 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.
- 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:
 - **(25 points)** - The experience, qualifications, quality control and assurance plan, and portfolio of the Principal Firm
 - **(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
 - **(20 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
 - **(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)** - LOCAL PREFERENCE: The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.
 - **(5 points)** - VETERANS PREFERENCE: The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance.

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 Firm to provide pre-construction services and Construction Phase services via a Guaranteed Maximum Price (GMP) Amendment for the Scott Rakow Youth Center Ice Rink Mechanical Repairs & Building renovations.

FV/DM/AD/BC

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