

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Accepting the Recommendation of the City Manager, Pursuant to Request for Qualifications (RFQ) No. 022-2013TC, 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 Skating Rink, Mechanical Repairs, and Building Renovations; and Authorizing the Administration to enter into negotiations with the Top-Ranked Firm, Thornton Construction Company, Inc.; and Should the Administration not be Able to Successfully Negotiate an Agreement with the Top-Ranked Firm, Authorizing the Administration to Negotiate with the Second-Ranked Firm, Lynx Construction Management, LLC; and Further Authorizing the Mayor and City Clerk to Execute an Agreement for Pre-Construction Services.

Key Intended Outcome Supported:

Ensure well-maintained facilities

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 City Commission approve the resolution?

Item Summary/Recommendation:

The Scott Rakow Youth Center Ice Skating Rink was completed in January 2004. Since then, the facility has experienced problems with its mechanical cooling system. The existing design has always presented challenges in maintaining an adequate balance of ambient temperature within the interior space of the skating rink. In recent years, the existing mechanical units have been deteriorating and repair services have become a recurrent problem. In the meantime, the Public Works Department (PWD) and PM continue to maintain the operation of the current mechanical system until such time that a new system are installed and placed in operation.

The construction manager at risk (CMR) scope of services shall include, but not be limited to, 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(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.

Request for Qualifications (RFQ) No. 022-2013TC was issued on December 14, 2012, with an opening date of January 16, 2013. The pre-bid conference was held on December 20, 2012. During the pre-bid conference, prospective bidders were instructed on the procurement process and the information their respective proposals should contain. The Public Group issued bid notices to 27 prospective bidders of which 10 accessed the advertised solicitation. In addition, 46 vendors were notified via email, which resulted in the receipt of three (3) proposals. Through the Procurement Division's review of each bid for responsiveness, KVC Constructors, Inc. was deemed nonresponsive for failing to meet the mandatory requirement of proposing a project manager with a minimum of ten (10) years experience in construction management.

On February 12, 2013, the Interim City Manager via Letter to Commission (LTC) No. 047-2013, appointed an Evaluation Committee (the "Committee"). On February 26, 2013, the Committee convened to review and discuss each responsive proposal. Upon completion of the interviews, the Committee discussed each prospective bidder's qualifications, experience, and competence to score and rank the firms accordingly pursuant to the evaluation criteria noted in the RFQ. Thornton Construction Company, Inc. received all five first-place votes.

After considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFQ process. As a result, the City Manager recommends that the Mayor and City Commission adopt a resolution to enter into negotiations with the top-ranked firm, Thornton Construction Management, LLC; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm, Lynx Construction Management, LLC; and further authorize the Mayor and City Clerk to execute and agreement for pre-construction services.

Advisory Board Recommendation:

N/A

Financial Information:

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

City Clerk's Office Legislative Tracking:

Fernando Vazquez, ext. 6135

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FV AD <i>[Signature]</i>	MT <i>[Signature]</i> KGB <i>[Signature]</i>	JLM <i>[Signature]</i>

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COMMISSION MEMORANDUM

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

FROM: Jimmy L. Morales, City Manager

DATE: May 8, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 022-2013TC, 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 SKATING RINK, MECHANICAL REPAIRS, AND BUILDING RENOVATIONS; AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM, THORNTON CONSTRUCTION COMPANY, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO SUCCESSFULLY NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM, LYNX CONSTRUCTION MANAGEMENT, LLC; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PRE-CONSTRUCTION SERVICES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Ensure well-maintained facilities.

BACKGROUND

The mechanical cooling system for the Scott Rakow Youth Center Ice Skating Rink has been experiencing problems as identified by the facility operator. The Office of Capital Improvement Projects (CIP) hired Bermello Ajamil & Partners, Inc. (BA & Partners) to 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 and other components or requirements as identified per the project documents.

The ice skating rink was constructed in January 2004. According to Property Management (PM), the existing design has always presented challenges in maintaining an adequate balance of ambient temperature within the interior space of the skating rink. In recent years, the existing mechanical units have been deteriorating and repair services have become a recurrent problem. In the meantime, the Public Works Department (PWD) and PM continue to maintain the operation of the current mechanical system until such time that a new system is

installed and placed in operation.

The architectural/engineering services include the following scope components:

- Architectural design, documentation, and construction administration
- Mechanical, electrical, plumbing, fire protection, and fire alarm engineering design, and documentation
- 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 80% design completion. This phase allows for the delivery of a quality product that a CMR process that responds to the needs of the City's Property Management Division and the Parks and Recreation Department. The overall schedule for the project is tentatively set as follows:

- Design Phase by (BA&P) October 2012 to May 2013
- Bidding/Permitting Phase: May 2013 to July 2013
- Construction Phase: August 2013 to November 2013

Under the CMR approach, the City enters into an agreement with a contractor as the CMR early in the design process for the purpose of allowing the facility to be designed and built in partnership with the design professional, the CMR, and the City in an environment that fosters creativity, innovation, constructability, frugality, and quality for the best price possible in today's market.

One of the most important distinctions of the CMR project approach is that the CMR is selected based on the firm's qualifications and direct experience based on the specific scope of work, which is critical when deciding on the contractor that 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, constructability of the project, and advise on the selection materials, means, and methods given the current market.

The project team, consisting of the City, design professional, and CMR shall 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 and unforeseen conditions in the project prior to construction.

The result of the process is a GMP from the contractor, which is subject to restrictions that minimizes, or eliminates, additional costs to the City, in order to ensure that the City receives the best value for this project.

SCOPE OF SERVICES

The CMR scope of services shall include, but not be limited to, all of the preconstruction services set forth below and, upon approval by the City of the GMP, and as contemplated in

any GMP 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 conditions and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions or value engineering. The CMR shall prepare a preliminary project schedule in accordance with the contract documents and in coordination with the City and the Architect/Engineer (A/E), identifying all phases, critical path activities, and duties of each of the project team members. It is the City's intention 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 A/E regarding the constructability of the design and any errors, omissions, or conflicts discovered, including, but not limited to design, plans or site conditions. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates at every phase, 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 shall also provide pre-construction services and shall be compensated for such services, based upon a negotiated fixed fee. At the conclusion of the pre-construction services, the CMR shall provide the City a proposal for a GMP amendment for construction phase services, and without assuming the duties of the A/E, warrant to the City that the plans, specifications, and other contract documents are consistent, practical, feasible and constructible within the contract time.

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

Task 1 – Coordination with the Design Professional: The CMR shall maintain a working relationship with the Architect/Engineer (A/E), however, this shall not 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 identified, sequence, and procedures used in the construction of the project and for the safety of its personnel, property, and 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 complementary.

Task 2 – Review of Design Documents, Scheduling, Estimating, and Cost Control: The CMR shall meet with the A/E and City representatives to review the most current A/E's Agreement. The CMR shall ensure that the parties jointly review, modify as necessary, and agree to a single design schedule to be the most current A/E 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 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 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 subcontractors for each element of the work to be subcontracted by the CMR. The City reserves the right to reject any subcontractor 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 subcontractor'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 subcontracts 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 subcontract 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 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 agreements with the subcontractors selected for the amounts included in the GMP proposal and shall function as a general contractor complying with 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:

- Obtaining any and all regulatory, City, municipal permits as required
- 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. At 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 the City. All payment requests must be in accordance with the approved schedule of values.
- Processing payment requests for approval by the architect and the City
- Processing any GMP adjustments due to City-requested changes in scope and modifications and shall submit it for approval to the architect and the City 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
- Providing monthly progress reports to the City
- Submitting exception-based status reports, associated with the quality control plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, City's expectations, and including the CMR's plan to mitigate the risk(s)
- Coordinating with the architect and City 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, training, and transition to operation, per the contract for construction. Activities include, but not limited to:

- Coordinating project close-out, start-up, training, and transition to operation
- Coordinating 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)
- Coordinating with the City to prepare the certificate of final inspection
- Obtaining and reviewing 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
- Completing all punch-list items generated by A/E consultants during their inspections
- Coordinating and conducting the occupancy evaluation and warranty inspection
- Being responsible to the City for warranties and guaranties

RFQ PROCESS

Request for Qualifications (RFQ) No. 022-2013TC was issued on December 14, 2012, with an opening date of January 16, 2013. The pre-bid conference was held on December 20, 2012. During the pre-bid conference, prospective bidders were instructed on the procurement process and the information their respective proposals should contain.

The Public Group issued bid notices to 27 prospective bidders of which 10 accessed the advertised solicitation. In addition, 46 vendors were notified via email, which resulted in the receipt of the following three (3) proposals:

- KVC Constructors, Inc.
- Lynx Construction Management, LLC
- Thornton Construction Company, Inc.

Through the Procurement Division's review of each bid for responsiveness, KVC Constructors, Inc. was deemed nonresponsive for failing to meet the mandatory requirement of proposing a project manager with a minimum of ten (10) years experience in construction management.

On February 12, 2013, the Interim City Manager via Letter to Commission (LTC) No. 047-2013, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Elizabeth Camargo, Resident and Capital Improvement Projects Oversight Committee member
- Roberto Rodriguez, Capital Projects Coordinator, CIP
- Stephanie Rosen, Resident and Youth Center Advisory Board Committee member
- Anthony Scalco, Ice Rink Manager, Parks and Recreation
- Meryl Wolfson, Resident and Parks and Recreational Facilities Board

The following individuals as were listed as alternates:

- Leslie Graff, Resident and Parks and Recreational Facilities Board member
- Jason Hagopian, Resident and Design Review Board member
- Daniel Veitia, Resident and Planning Board Committee member
- Jose Velez, Capital Projects Coordinator, CIP

On February 26, 2013, the Committee convened to review and discuss the responsive proposals and nominated Anthony Scalco as Committee Chair. The Committee evaluated each proposal based on the following criteria noted in the RFQ:

- **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

Upon completion of the interviews, the Committee discussed each prospective bidder's qualifications, experience, and competence to score and rank the firms. Thornton Construction Company, Inc. received all five first-place votes as noted below:

Evaluation Committee Scoring / (Ranking)						
	Camargo	Rodriguez	Rosen	Scallo	Wolfson	Total
Thornton	96 (1)	87 (1)	88 (1)	87 (1)	92 (1)	450 (5)
Lynx	92 (2)	83 (2)	72 (2)	82 (2)	77 (2)	406 (10)

COMPANY PROFILE

Thornton Construction Company, Inc. has over ten years of CM at Risk experience working mostly with Jackson Memorial Hospital, Miami-Dade College, Miami-Dade Public Schools, the State of Florida Department of Juvenile Justice, and the University of Miami. Also, Thornton has extensive experience in mechanical projects and mold mitigation – two significant components of this project. Notable projects include:

- LAN Cargo Cold Storage Facility – LAN Cargo, SA - \$2 million – 2010
- Replacement of Two AHUs & Interior Renovations – Memorial Healthcare System - \$1.9 million – 2012
- The Family Birthplace – Memorial Healthcare System - \$5.3 million - 2011
- Forensic Examiner’s Building – Broward County - \$2.4 million - 2009
- Bay Point School – Florida Department of Juvenile Justice - \$2.8 million - 2008

CITY MANAGER’S DUE DILIGENCE

After considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFQ process. As a result, the City Manager recommends that the Mayor and City Commission adopt a resolution to enter into negotiations with the top-ranked firm, Thornton Construction Management, LLC; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm, Lynx Construction Management, LLC; and further authorize the Mayor and City Clerk to execute and agreement for pre-construction services.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt a resolution accepting the recommendation of the City Manager pursuant to Request for Qualifications (RFQ) No. 022-2013TC, for a Construction Manager at Risk to provide pre-construction 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; and authorizing the Administration to enter into negotiations with the top-ranked firm, Thornton Construction Company, Inc.; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Lynx Construction Management, LLC; and further authorizing the Mayor and City Clerk to execute and agreement for pre-construction services.

JLM/JGG/FV/AD

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 022-2013TC, 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 SKATING RINK, MECHANICAL REPAIRS, AND BUILDING RENOVATIONS; AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM, THORNTON CONSTRUCTION COMPANY, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO SUCCESSFULLY NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM, LYNX CONSTRUCTION MANAGEMENT, LLC; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PRE-CONSTRUCTION SERVICES.

WHEREAS, Request for Qualifications (RFQ) No. 022-2013TC was issued on December 14, 2012, with an opening date of January 16, 2013; and

WHEREAS, the Public Group issued bid notices to 27 prospective bidders of which 10 accessed the advertised RFQ documents and the Procurement Division notified 46 vendors via email which resulted in the receipt of the following three (3) bids:

- KVC Constructors, Inc.
- Lynx Construction Management, LLC
- Thornton Construction Company, Inc.; and

WHEREAS, through the Procurement Division's review of each bid for responsiveness, KVC Constructors, Inc. was deemed nonresponsive for failing to meet the mandatory requirement of proposing a project manager with a minimum of ten (10) years experience in construction management; and

WHEREAS, the City Manager, via a Letter to Commission (LTC) No. 047-2013, appointed the following individuals as Evaluation Committee (the "Committee") members:

- Elizabeth Camargo, Resident and Capital Improvement Projects Oversight Committee member
- Roberto Rodriguez, Capital Projects Coordinator, CIP
- Stephanie Rosen, Resident and Youth Center Advisory Board Committee member
- Anthony Scallo, Ice Rink Manager, Parks and Recreation
- Meryl Wolfson, Resident and Parks and Recreational Facilities Board
- (alternate) Leslie Graff, Resident and Parks and Recreational Facilities Board member
- (alternate) Jason Hagopian, Resident and Design Review Board member
- (alternate) Daniel Veitia, Resident and Planning Board Committee member
- (alternate) Jose Velez, Capital Projects Coordinator, CIP; and

WHEREAS, on February 26, 2013, the Committee convened to review and discuss the responsive proposals and evaluate each proposal based on the evaluation criteria noted in the RFQ; and

WHEREAS, after considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFQ process and recommends that the Mayor and City Commission adopt a resolution to enter into negotiations with the top-ranked firm, Thornton Construction Management, LLC; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm, Lynx Construction Management, LLC; and further authorize the Mayor and City Clerk to execute and agreement for pre-construction services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request for Qualifications (RFQ) No. 022-2013TC, for a construction manager at risk firm to provide pre-construction service 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; and authorizing the Administration to enter into negotiations with the top-ranked firm, Thornton Construction Company, Inc.; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Lynx Construction Management, LLC; and further authorizing the Mayor and City Clerk to execute an agreement for pre-construction services.

PASSED AND ADOPTED this ____ day of _____, 2013.

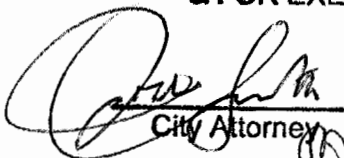
ATTEST:

CITY CLERK

MAYOR

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

4/13/13

Date