

RFQ 2021-217-ND
CONSTRUCTION MANAGER AT RISK (CMR) FOR THE 41ST STREET CORRIDOR
REVITALIZATION PROJECT

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SECTION 0100 **INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit proposals for the City’s consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective Proposer who has received this RFQ by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE.

In 2018, the City engaged Alta Planning and Design, Inc. with sub-consultant GEHL Studio, Inc., to prepare a master plan which creates principles for design and development along the 41st Street Corridor. The master plan would prioritize people along the corridor, rather than cars, by supporting consistent, safe and comfortable bus and bike networks, creating more reasons to spend time on the street, support transit riders and foster social resiliency. In 2020, the City engaged AECOM to prepare a feasibility study for the implementation of the Alta/GEHL findings, with estimates of the probable construction costs, and develop conceptual drawings for the area which encompasses that portion of 41st Street, between Alton Road and Pine Tree Drive, and that portion of all avenues, between Alton Road and Pine Tree Drive, North to 42nd Street and South to 40th Street.

On May 14, 2021, the City issued an RFQ for Architectural and Engineering design services for the 41st Street Corridor Revitalization Project to provide complete design and construction documents, and related services necessary to implement the project.

Through this RFQ, the City now seeks proposals from Construction Manager at Risk (CMR) firms with the capabilities and experience to provide preconstruction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the implementation of the streetscape redesign of 41st Street, between Alton Road and Pine Tree Drive, and between 42nd Street and 40th Street. Work required under this RFQ shall be performed in accordance with the approved design and construction documents for the project, and will include, at a minimum, enhancement of the pedestrian walkways, alteration of on street parking spaces, providing bike lanes, landscape and irrigation, outdoor seating, alteration of bus shelters and providing a gateway feature at the entrance of 41st Street. The successful CMR firm must demonstrate an ability to provide multi-disciplinary management in the areas of scope definition/validation, cost estimating, construction scheduling, quality control and assurance plan, building code review/inspection, design and constructability review, close out, and warranty services.

3. CONSTRUCTION MANAGEMENT AT RISK (CMR) SCOPE OF SERVICES.

The selected CMR firm shall provide comprehensive construction management services during the design through construction close-out phases, as set forth more fully in the Statement of Work Required in Appendix A of this RFQ, including, but not limited to:

- i. Developing and monitoring the Project schedule and budget to ensure Project implementation needs are met;
- ii. Conducting design reviews and providing value engineering services, with recommendations to the Design Professional, regarding construction feasibility, selection of materials, systems, equipment, pricing and scheduling;
- iii. Establishing an agreed-upon Guaranteed Maximum Price (GMP) which must be consistent with City’s budget and Project design requirements, and for which the Construction Manager (CM) shall be “at risk” for delivery of all work required for completion of the Project in accordance with the Project schedule;
- iv. Providing cost estimating during design and construction;
- v. Maintaining a system of cost control;

- vi. Coordinating the letting and award of multiple bid packages for subcontractor trades, and coordinating the work of all contractors performing work on the Project;
- vii. Staffing the project in a satisfactory manner. 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;
- viii. Providing off-site parking for all labor performing work on the Project, and arranging shuttle transportation services from the off-site parking areas to the Project site, as no labor parking will be available on-site;
- ix. Providing compliance services with respect to contract activities, including enforcement of prevailing wage requirements;
- x. Evaluating design resolutions as related to schedule and budget;
- xi. Providing full-time construction supervision services, including scheduling, conducting progress meetings, and preparing minutes and other reports with respect to the progress of the Project;
- xii. 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;
- xiii. Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, and inspection schedules;
- xiv. 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);
- xv. Coordinating with the Design Professional and City representative(s) the substantial and final inspections, prior to the Design Professional approval and issuance of the Certificate of Substantial Completion;
- xvi. Assembling and timely submitting to the City all maintenance and operations manuals, warranty documents and "as-builts"; and providing construction management services during warranty period.

4. PREVAILING WAGE RATES. Section 31-27 of the City Code requires that in all non-federally funded construction contracts in excess of \$1,500,000 dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. See Appendix D.

5. LOCAL WORKFORCE PARTICIPATION PROGRAM. Section 31-40 of the City Code requires the demonstration of reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County and City of Miami Beach residents. See Appendix D.

6. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	TBD
Pre-Proposal Meeting	TBD
Deadline for Receipt of Questions	TBD
Responses Due	TBD
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing	TBD

Negotiations	
Contract Negotiations	Following Commission Approval

7. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: Natalia Delgado Telephone: 305-673-7490 Email: nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0100-6. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

8. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER:
- (2) Enter the MEETING NUMBER:

Proposers who are participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

9. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective Proposer who has received this RFQ by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

10. CONE OF SILENCE. This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

11. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

12. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

13. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the City Manager. The City Manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

14. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

15. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, Proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the proposal.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Proposer's responsibility to assure that its proposal, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late proposals cannot be submitted and will not be accepted. Proposers are cautioned to allow sufficient time for the submittal of proposals and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Proposer to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Failure to comply with the Minimum Eligibility Requirements (See Appendix A, Section 1).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter and Minimum Qualification Requirements
1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	

1.2 Prime Proposer's Key Team. Identify the following key team members:

- Prime Proposer
- Lead Project Manager

1.3 Minimum Eligibility Requirements. Submit verifiable information documenting compliance with the minimum eligibility requirements, including each key team member, established in Appendix A, Minimum Requirements & Specifications.

TAB 2

Experience and Qualifications of Prime Proposer

2.1 GSA 527 Form. The prime proposer shall submit a completed General Services Administration (GSA) 527 form. No proposal will be considered without this required form. Form can be found at:

<http://www.gsa.gov/portal/forms/download/115238>

2.2 Qualifications of Prime Proposer. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2.1 Similar Project Experience. Submit verifiable evidence of the prime proposer's past experience in providing preconstruction services and construction phase services for the construction of urban streetscape projects which may incorporate pedestrian walkways, on street parking, bike lanes, street lighting, bus shelters, landscape, irrigation, or outdoor seating.

For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

TAB 3

Experience & Qualifications Proposer's Team

3.1 Qualifications of Proposer Team. Provide an organizational chart of all the prime proposer's personnel, each team members' qualifications and the role that each team member will play in providing the services detailed herein. A resume of each individual, including education, licensure, relevant experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract. Include specific information regarding the Proposer Team's experience in providing preconstruction services and construction phase services via a GMP amendment for the construction of urban streetscape projects which incorporate pedestrian walkways, on street parking spaces, bike lanes, street lighting, bus shelters, landscape and irrigation.

For each project submitted as proof of experience, submit: 1) project name, 2) project description, 3) start and completion dates, 4) project contact information (phone and email), 5) volume of contract, 6) prime proposer's role in project.

3.2 Lead Project Manager. Submit the name of the Lead Project Manager that shall be the primary representative to the City. Include a resume of the Lead Project Manager, including education, licensure, relevant experience, and any other pertinent information. Include specific information regarding the Lead Project Manager's experience in providing preconstruction services and construction phase services for the construction of urban streetscape projects which may incorporate pedestrian walkways, on street parking spaces, bike lanes, street lighting, bus

shelters, landscape, or irrigation.

3.3 Project Superintendent. Submit the name of the Project Superintendent. Include a resume of the Project Superintendent, including education, licensure, relevant experience, and any other pertinent information. Include specific information regarding the Project Superintendent's experience in providing construction phase services via a GMP amendment for the construction of urban streetscape projects.

TAB 4 Approach and Methodology

4.1 Submit detailed information on the approach and methodology that the prime proposer has utilized on previous engagements to accomplish a similar scope of work including detailed information, as applicable, which addresses, but need not be limited to:

- working with project architects/engineers of record,
- Pre-qualifying sub-contractors and major suppliers,
- maximizing competition on sub-contractor bids,
- staying current with industry best practices,
- strategies for delivering project within or below project budget,
- stakeholder communications,
- implementation plan,
- project timeline,
- phasing options,
- anticipating setbacks and risk mitigation options for assuring project is implemented on time and within budget.

4.2 Provide information on Proposer's current workload and how the potential project(s) will fit into Proposer's workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

4.3 Supplier Diversity (Minority/Women-owned Business Enterprise (MWBE), Small/Disadvantaged Business Enterprise (S/DBE), Veteran-Owned businesses and LGBT certified firms). Submit details on how proposer plans to incorporate the utilization of Minority/Women-owned Business Enterprise (MWBE), Small/Disadvantaged Business Enterprise (S/DBE) or LGBT certified firms in the required scope of services.

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SECTION 0400

PROPOSAL EVALUATION

1. EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

2. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria:

3. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. revenue) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Prime Proposer's Experience and Qualifications	50
Proposing Team Experience and Qualifications	30
Approach and Methodology	20
TOTAL AVAILABLE POINTS for Qualitative Criteria	100
Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE POINTS for Qualitative, Quantitative and Veteran's Preference Criteria	105

4. QUANTITATIVE CRITERIA. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code

5. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

	Proposer A	Proposer B	Proposer C	
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	5	5	0
	Total	87	79	80
	Rank	1	3	2

Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	5	5	0
	Total	87	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	5	5	0
	Total	95	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

2021-217-ND
CONSTRUCTION MANAGER AT RISK
(CMR) FOR THE 41st STREET
CORRIDOR REVITALIZATION PROJECT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Prime proposer (Construction Management, Construction Manager at Risk, Design Build, or General Contractor Firms) must be licensed as a Certified General Contractor in the State of Florida by the Division of Business and Professional Regulations or as a Registered General Contractor in Miami-Dade County.
2. Prime Proposer must have completed construction for no less than three (3) urban streetscape projects within the past ten (10) years which may incorporate any of the following: pedestrian walkways, on street parking, bike lanes, street lighting, bus shelters, landscape, irrigation, or outdoor seating.
Submittal Requirement: For each qualifying project, submit project name, project description, project contact information (phone and email) and prime proposer's role in project.
3. Prime Proposer must have completed one (1) urban streetscape project in the FDOT Right of Way.
Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.
4. Lead Project Manager must have a minimum of ten (10) years' experience in the management of construction projects and served as Project Manager on at least three (3) urban streetscape projects which may incorporate any of the following: pedestrian walkways, on street parking spaces, bike lanes, street lighting, bus shelters, landscape, or irrigation.
Submittal Requirement: For each qualifying project, submit project name, project description, project contact information (phone and email) and lead project manager's role in project
5. Prime Proposer shall provide a letter from a Surety company affirming that the Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than \$9,000,000.00 for the project. The Surety firm shall be rated by AM Best as to be no less than A (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

2. Statement of Work Required.

The City will request Pre-Construction Services to be prepared at all stages of the construction documents as follows:

- Design Review, Constructability, and Value Engineering
- Risk Assessment Plan
- 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 and advise the City of the constructability of the design and provide value engineering of the Design Professional documents, to check the quality of the documents and advise the Owner of the most efficient and economical ways to build the project pursuant to the Owners goals and objectives for the project.

The current total estimated construction budget for the project is \$9,000,000.00 strictly for the construction of the streetscape redesign.

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 requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions, as needed. 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 during the design process. The CMR shall, at each design phase review the plans and advise the City and the Landscape Architect/Architect/Engineer (LA/A/E) regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the CMR shall provide the City a proposal for a GMP Amendment for construction phase services and without assuming the duties of the LA/A/E, 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 selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

PRECONSTRUCTION SERVICES

- 1) **Meetings**: CMR shall schedule and conduct progress meetings to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.
- 2) **Review of Construction Documentation/Value Engineering**: CMR shall review the work of the Design Professional and make recommendations to suggest modifications to improve

completeness or clarity of the Construction Documents, and to improve the constructability of the Project within budget while meeting the City's objectives within the schedule. CMR shall review with the City, Design Professional and Owner's Representative alternative approaches to the design, construction, and phasing for the Project, including but not limited to alternative materials and systems and value engineering to minimize total construction and operating costs. 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 Construction Documents 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, as well as with the existing facilities 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 except as included in the GMP amendment, no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the Construction 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. At the conclusion of the Preconstruction Services, the CMR shall, without assuming the duties of the Design Professional as the LA/A/E, 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.

- 3) **Schedule:** CMR shall create and update, no less often than once each month, the Master Project Schedule and cost and resource loaded Construction Schedule based on the critical path method (CPM), both of which must incorporate its activities and those of the contractors/sub-contractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. CMR shall include the Project occupancy requirements, showing portions of the Project having occupancy priority.
- 4) **Direct Purchases:** CMR shall work with the City and Owner's Representative to agree upon a list of materials to be purchased directly by the City, in order to realize sales tax savings.
- 5) **Cost Estimating:** CMR shall provide a preliminary construction cost estimates based on 30%, 60%, 90%, and 100% design development drawings.
- 6) **Preconstruction Services Fees:** The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. CMR's Preconstruction Services fee may include all costs for permit expediting services for the Project.
- 7) **Guaranteed Maximum Price (GMP):** CMR shall submit for City's consideration a GMP amendment to its contract to guarantee the maximum price of the Project. The GMP shall include all trade costs, general conditions, bonds & insurance, profit, overhead, CMR fee, agreed upon Contingency amount, and all like amounts, and shall represent the full and complete amount for which the CMR agrees to proceed with all work on the Project from the receipt of sub-contract bids to the final completion and contract close-out of the Project. Subsequent to a bid opening to be attended by the City, LA/A/E and CMR, the CMR shall submit its Contractor's recommendations, including a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by

factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality and the City's expectations. Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements for the Project 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. If the Project is completed within or at the GMP, any savings realized through the bidding and construction process shall be shared with 75% of the savings being retained by the City and 25% paid to the CMR as an additional fee.

COMPETITIVE BIDDING PHASE

- 1) **Competitive Bidding:** Unless otherwise provided for in the CMR contract or approved by the City, the trade and other subcontracted work on the Project will be competitively bid. Instructions to bidders must require each bid to be accompanied by the appropriate bid security.
- 2) **Bid Packages:** The CMR shall assemble the Construction Documents and other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each contractor ("Contract Documents") into appropriate bid packages and shall distribute the bid packages to prospective bidders, Owner's Representative, LA/A/E, and the City. The CMR will receive the bids and the City will observe/monitor the process with the right to reject.
- 3) **Obtaining Bids:** CMR shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest in the Project. 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 through the execution, by the CMR, of the sub-contractor 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.
- 4) **Pre-bid Conferences:** CMR, with the assistance of LA/A/E and the Owner's Representative, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Contract Documents, any special requirements of the Contract Documents and Equal Employment Opportunity and Prevailing Wage requirements. The City shall transmit to CMR all of LA/A/E responses to questions at pre-bid conferences, and CMR shall review addenda prepared by LA/A/E to incorporate those responses. CMR shall prepare a record of the questions and answers discussed at the pre-bid conferences that shall be transmitted to the Owner's Representative for use by LA/A/E to prepare addenda.
- 5) **Bid Review:** CMR, with the assistance of Owner's Representative and LA/A/E, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation to the City and Owner's Representative about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, CMR shall evaluate all applicable alternates referenced in the Contract

Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package. In recommending the award of any subcontract, the CMR shall not consider any unauthorized substitutions contained in the bid.

- 6) **Pre award Conferences:** CMR, with the assistance of the Owner's Representative and LA/A/E, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, CMR shall assist the Owner in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.
- 7) **Subcontractor and Material Supplier Review:** CMR shall participate in evaluating any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.
- 8) **Subcontracts:** Those portions of the Work that the CMR does not customarily perform with its own personnel shall be performed under subcontracts with the approved bidders (Subcontractors) or by other appropriate agreements with the CMR. The CMR shall prepare all subcontracts on a form developed by the CMR and acceptable to the City, and shall cause the subcontracts to, among other terms, incorporate the provisions of the City's contract with the CMR, to the extent applicable to the work to be performed by each Subcontractor.
- 9) **Notice to Proceed:** CMR shall obtain from the City a Notice to Proceed for the construction phase of the Project, upon obtaining all appropriate permits and satisfying all conditions as may be set forth in the CMR contract.

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:

- 1) **Local Employment:** It is the City's goal to maximize the employment of City of Miami Beach and Miami-Dade County residents in the construction of the Project. The CMR shall work with each Subcontractor to create a plan for maximizing local employment, as well as providing periodic reporting to monitor success. At a minimum, the City shall require monthly progress reports to be submitted to the City Commission documenting success throughout the Project duration. Refer to Appendix D for Prevailing Wage and Local Workforce Participation Program.
- 2) **Access:** Subject only to safety requirements, the CMR shall grant, and shall cause all Subcontractors and others performing work on the Project to grant, the City, Owner's Representative, LA/A/E and its consultants, unimpeded access to the work at all times.
- 3) **Project Administration:** CMR shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient and economical manner and in accordance with the Contract Documents. CMR shall provide administrative, management and related services as required to coordinate, supervise and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and LA/A/E, to complete the Project in accordance with the Contract Documents. CMR shall maintain a competent, full time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. CMR shall cause all Subcontractors to perform the work in accordance with the Contract Documents. CMR shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be

- involved in the Project. CMR shall arrange for delivery, storage, protection and security for all materials and equipment until the materials are incorporated as part of the work and final acceptance is received. CMR shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. CMR shall provide claims administration services, provided CMR shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.
- 4) **Contractor Performance:** CMR shall cause each Subcontractor to perform its Work in accordance with the requirements of the Contract Documents and shall make all necessary efforts to protect the Owner against defects and deficiencies in the Work. CMR shall promptly report to the Owner's Representative and LA/A/E all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work and advise the City and LA/A/E of CMR's actions or proposed actions with respect thereto.
 - 5) **Means and Methods:** The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement with the City.
 - 6) **Meetings:** CMR shall hold weekly, or as required, progress and coordination meetings with representatives of the City, LA/A/E, and Owner's Representative, to discuss such matters as procedures, progress, problems and scheduling. CMR shall prepare and distribute for discussion at each meeting a Two (2) Week look-ahead schedule. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.
 - 7) **Schedules:** No less often than once each month, CMR shall update and distribute the CPM Master Project Schedule and cost and resource loaded Construction Schedule, both of which must incorporate its activities and those of all Subcontractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. CMR shall include in the Construction Schedule the submission of the GMP proposal; components of the work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and Project occupancy requirements, showing portions of the Project having occupancy priority. CMR shall use reasonable care and all necessary efforts to cause the progress of all Work to be maintained in accordance with the Construction Schedule.
 - 8) **e-Builder:** CMR shall use the City's e-Builder™ software system.
 - 9) **Direct Purchases:** CMR shall coordinate with the City and Owner's Representative to direct purchase agreed upon materials to realize sales tax savings.
 - 10) **Construction Plan:** CMR shall develop and submit to the City, Owner's Representative and LA/A/E the Construction Plan which will include a work breakdown structure based upon the approved Construction Schedule and phasing plan.
 - 11) **Presentations:** CMR shall participate and assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups required.
 - 12) **Progress Reports:** No less often than once each month, CMR shall submit to the City, the Owner's Representative and LA/A/E a detailed Progress Report for the City's, Owner's Representative's and LA/A/E review and comment. The format for the Progress Report must

- be approved and accepted by the City, the Owner's Representative and LA/A/E, and will establish the format to be used for each subsequent monthly Progress Report. The CMR shall index, bind and tabulate the Progress Report in a manner acceptable to the City. The Progress Reports shall include photos documenting the progress of the work. The photos will be 8" x 10" in size, with the date and location noted on the back of each photo. A back-up flash drive or CD of the photos is to accompany the photographs. The Progress Reports and Project Photos are to be made an attachment to the Monthly Application for Payment.
- 13) **Daily Log:** CMR shall keep a daily log containing a record of weather, all Subcontractor work on the site, number of workers delineated by Subcontractor and trade, work accomplished, problems encountered, material and equipment deliveries made to and received at the Project site and other similar relevant data as the City may require, and shall submit a copy of the log to the Owner's Representative and LA/A/E once each week. The CMR shall also require all Subcontractors to provide independent daily logs of activity.
 - 14) **Accounting:** CMR shall maintain cost accounting records on work performed by Subcontractors under unit costs or actual costs for labor and materials, or other appropriate basis, and afford the City unrestricted access thereto.
 - 15) **Applications for Payment:** CMR shall develop and implement procedures acceptable to, and as directed by, the Owner and/or Owner's Representative and consistent with the procedures set forth in the CMR Contract, for reviewing and processing Subcontractors' Applications for Payment, which shall protect the Owner against payment ahead of progress and shall require LA/A/E and City's advance written approval as a condition to each payment to a Subcontractor. CMR shall prepare a schedule of values associated with the bid packages and all work on the Project and shall submit the schedule of values for approval by LA/A/E and the Owner's Representative. All payment requests must be in accordance with the schedule of values approved.
 - 16) **Prevailing Wage:** CMR shall monitor and report on prevailing wage requirements for the Project.
 - 17) **Notices:** CMR shall file all notices of commencement and all other filings required to be made for the Project.
 - 18) **Permits:** CMR shall obtain building permits and special permits for permanent improvements, except for permits required to be obtained directly by Subcontractors or the City. CMR shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City, Owner's Representative and LA/A/E, CMR shall develop a matrix showing required permits, the party responsible to obtain each permit and the status of each such permit. CMR shall assist the City and LA/A/E in connection with the City's responsibility for filing documents required for the approvals of government entities having jurisdiction over the Project.
 - 19) **Quality Assurance/ Quality Control:** CMR shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order that the standards of construction called for are met. The QA/QC Plan shall address the processes, procedures and responsibilities for the identification, tracking and resolution of all non-conforming work. CMR shall develop an inspection and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. CMR shall coordinate and monitor all testing provided by others as required by all Contract Documents. CMR shall keep an accurate record of all tests, inspections conducted, findings and test reports.
 - 20) **Field Questions:** CMR shall develop, in conjunction with the City and LA/A/E, procedures

acceptable to the City, the Owner's Representative and LA/A/E for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes and change orders due to scope and modifications. CMR shall cooperate with the City, Owner's Representative and LA/A/E to develop systems and procedures to be used by LA/A/E, CMR, the City, the Owner's Representative and the Subcontractors to facilitate quick and accurate communications and to provide for an up to date submittal log accessible to the Project participants. CMR shall recommend necessary or desirable changes to LA/A/E, Owner's Representative and the City, review requests for changes submitted by Subcontractors, negotiate Subcontractor's proposals, submit recommendations to LA/A/E, the City and the Owner's Representative, and if they are accepted by the City, then prepare Change Orders for execution by the appropriate parties.

- 21) Submittals:** CMR shall prepare for review and approval a comprehensive Submittal Schedule indicating all anticipated submittals and anticipated timing of submission. The CMR shall receive from each Subcontractor such shop drawings, product data, samples, as-built drawings and other submittals as set forth in a submittal schedule agreed to by the parties, and shall thoroughly review and approve same for conformance with the Contract Documents, and/or take other appropriate action and then submit to LA/A/E. CMR shall stamp or take such other appropriate action with respect to all shop drawings, product data, samples and other submittals to verify the review, approval for conformance with the Contract Documents or other action thereon, and in the case of shop drawings, shall also review and coordinate the shop drawing to indicate field conditions, proposed Subcontractor deviations from the Contract Documents, and other requirements that affect design intent. CMR shall transmit to LA/A/E all submittals recommended for approval in accordance with the Contract Documents. CMR's stamp shall constitute its verification that, to the best of the CMR's knowledge and belief based on its review, the submitted item conforms to the Contract Documents and is coordinated with other related work. In collaboration with LA/A/E and the Owner's Representative, CMR shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.
- 22) Record Documents:** CMR shall maintain at the Project site (or such other place as approved by the Owner), on a current basis: A record copy of all contracts (including this agreement and all Subcontracts), Construction Documents, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; as-built drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; and other related documents that arise out of the contracts or the work. CMR shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. CMR shall make all records available to the City, Owner's Representative and LA/A/E. Upon final completion (or earlier if practical), CMR shall deliver to the City two (2) reproducible sets of record drawings showing the "as built" condition of the Project. All Project records, including payment and accounting records, shall be made available for inspection or audit by City and/or its representatives.
- 23) Safety:** CMR shall recommend the content of, implement and continually monitor a safety program for the Project. CMR shall review the safety programs developed by each of the Subcontractors as required by their Contract Documents to promote compliance and

coordination with the overall safety program for the Project at all times. CMR shall conduct regular safety meetings pursuant to a schedule approved by the Owner. CMR shall cooperate on tours of the Project site to enhance public relations and shall do so in a safe fashion and in compliance with all applicable laws.

- 24) **Survey:** The CMR shall notify the City immediately upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations and utility locations for the Project site.
- 25) **Interpretations:** CMR shall consult with the Owner's Representative and LA/A/E if any Subcontractor requests interpretations of the meaning and intent of the Construction Documents and shall assist in the resolution of questions that may arise. LA/A/E decisions as to the design effect intended by the Contract Documents will be final and not subject to any further proceedings, if made in good faith. The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, provided that in the event of a conflict, requirements for greater quantity and/or better quality shall govern.
- 26) **Insurance:** CMR shall maintain a Contractor Controlled Insurance Program for the Project and, to the extent applicable, receive certificates of insurance for other required insurance coverage from Subcontractors, review such insurance certificates for conformance with Contract Documents, advise the City of expiration dates and forward them to the Owner with a copy to LA/A/E. CMR shall monitor compliance of each Subcontractor with the Owner's requirements for insurance and bonding as set forth in the Contracts.
- 27) **Inspections:** CMR shall assist LA/A/E in conducting inspections and shall coordinate the correction and completion of all work, including non-conforming or defective work. CMR shall prepare for the Owner's Representative and LA/A/E a summary of the status of the work of each Subcontractor, listing changes in any previously issued certificates of substantial completion of the work and recommending the times within which Subcontractors shall complete uncompleted items on their certificates of substantial completion.
- 28) **Substantial Completion:** CMR shall develop in conjunction with the City, Owner's Representative and LA/A/E a schedule setting forth anticipated dates for inspections of the work or portions thereof as needed, or required by the City, Owner's Representative and/or LA/A/E in order to determine substantial completion and final completion of the work or designated portions thereof. It is anticipated that LA/A/E shall make an initial visit and one re-inspection for each area of the Work designated on the schedule developed by LA/A/E, CMR and the City. CMR, LA/A/E and the Owner's Representative shall meet with local building inspectors to perform a walkthrough of the Project in an effort to familiarize the local building officials with the Project in general and areas of early completion and to anticipate any issues relating to obtaining occupancy permits.

CLOSEOUT 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:

- 1) **Equipment Tests and Systems Start-up:** CMR shall be responsible for coordinating various tests for quality control on the Project; verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.
- 2) **Punch List:** When CMR considers a Subcontractor's work or a designated portion thereof to be substantially complete, CMR shall assist LA/A/E in compiling a coordinated punch list of incomplete or unsatisfactory items and a schedule for their completion.

- 3) **Final Inspections.** Following LA/A/E issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, CMR shall evaluate the completion of the work of the Subcontractors and make recommendations to the Owner's Representative and LA/A/E when work is ready for final inspection. CMR shall assist LA/A/E and the Owner's Representative in conducting final inspections. CMR shall supervise and coordinate the issuance of all required certificates of occupancy/completion.
- 4) **Turn Over:** With LA/A/E, Owner's Representative and the City's building operator, CMR shall coordinate, schedule and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. CMR shall secure from the entities required to provide such documents and transmit to the Owner required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contracts, in duplicate, bound and indexed by CMR. CMR shall collect and deliver to the Owner all keys, manuals, record drawings and operating and maintenance books. CMR will coordinate with the LA/A/E to provide a complete project record including project manual and CAD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CAD disks will be provided to the CMR by the LA/A/E).
- 5) **Warranty:** If any defect appears in the work of any Subcontractor within the applicable warranty period for that Subcontractor, the CMR shall inspect the affected portions of the Project to determine the scope of the defect and to identify the responsible Subcontractor or Subcontractors. CMR shall take such action as may be required to enforce that Subcontractor's warranty obligations. CMR shall perform and/or coordinate all warranty work to ensure that all warranty obligations are fulfilled in a timely manner. CMR is responsible to the City for Warranties and Guaranties.
- 6) **10-Month Inspection:** CMR shall perform a Warranty Inspection ten (10) months following completion of the Project with the Owner's Representative, LA/A/E, and City. CMR will coordinate the Occupancy Evaluation and Warranty Inspection.
- 7) **Time is of the Essence:** Time is of the essence in the performance of the CMR's contract. CMR shall be responsible for delivering the Project within the Contract Time, and for ensuring its Subcontractors meet all milestone dates and the dates for substantial completion and final completion of the Project.

APPENDIX B

MIAMI BEACH

Sample Contract

2021-217-ND
CONSTRUCTION MANAGER AT RISK
(CMR) FOR THE 41st STREET
CORRIDOR REVITALIZATION PROJECT

**BY VIRTUE OF SUBMITTING A PROPOSAL THE FIRM HEREBY TAKES NO EXCEPTIONS TO
THE TERM AND CONDITIONS NOTED IN THIS SAMPLE CONTRACT**

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX C

MIAMI BEACH

Insurance Requirements

2021-217-ND
CONSTRUCTION MANAGER AT RISK
(CMR) FOR THE 41st STREET
CORRIDOR REVITALIZATION PROJECT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The Contractor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The Contractor must have its contractors abide by the same coverages as the Contractor. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim and \$5,000,000 general aggregate.
- E. Umbrella Liability Insurance in an amount no less than \$3,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- F. Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. *(City of Miami Beach shall Named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)*

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or

equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

APPENDIX D

MIAMI BEACH

Prevailing Wage and Local Workforce Participation Program

2021-217-ND
CONSTRUCTION MANAGER AT RISK
(CMR) FOR THE 41st STREET
CORRIDOR REVITALIZATION PROJECT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139