



Presentations & Awards/City Commission Meeting
City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
February 25, 2015

Mayor Philip Levine
Vice-Mayor Joy Malakoff
Commissioner Michael Grieco
Commissioner Micky Steinberg
Commissioner Edward L. Tobin
Commissioner Deede Weithorn
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

Visit us at www.miamibeachfl.gov for agendas and video streaming of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach, entitled "Lobbyists," requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the Office of the City Clerk. Questions regarding the provisions of the Code should be directed to the Office of the City Attorney.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to an alternate meeting date. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

AGENDA

1. 4:00 p.m. - Announcement of a Closed Executive Session (Item R10A)
2. 5:00 p.m. - Call to Order: Presentations & Awards/City Commission Meeting
3. Pledge of Allegiance
4. Requests for Additions, Withdrawals, and Deferrals

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

Presentations and Awards

- PA1 Certificate Of Recognition To Be Presented To Richard A. Cahlin, CEO & Founder Of The Bicycle Action Committee, Which Works With Cities To Promote Bicycle Safety And Awareness, As Well As To Create More Bicycle And Pedestrian Paths In The Community.
(Requested by Commissioner Deede Weithorn)

- PA2 Presentation From The Orange Bowl.
(Tourism, Culture & Economic Development)

- PA3 Proclamation To Be Presented To Walgreens For Their Support To Ban Styrofoam Product Sales.
(Requested by Commissioner Michael Grieco)

- PA4 Certificates Of Recognition To Be Presented To Miami Beach Resident Chris Wyman For His Brave Actions That Led To The Arrest Of Two Felons.
(Requested by Commissioner Edward L. Tobin)

C4 - Commission Committee Assignments

- C4A Referral To The Finance And Citywide Projects Committee - The Audit Committee Recommendations Regarding Fee In Lieu Of Parking.
(Requested by Vice-Mayor Joy Malakoff)

- C4B Referral To The Next Land Use And Development Committee And Planning Board - A Proposed Ordinance Amendment Pertaining To The Expansion Of The Landscape Architect Membership Category On The Design Review Board (DRB).
(Requested by Vice-Mayor Joy Malakoff)

REGULAR AGENDA

R2 - Competitive Bid Reports

- R2A Request For Approval To Issue A Request For Proposals (RFP) For A Construction Manager At Risk Firm To Provide Pre-Construction And Construction Phase Services For The Miami Beach Convention Center Renovation And Expansion Project (The Project).
(Office of the City Manager)

R9 - New Business and Commission Requests

- R9A Discussion Regarding Planning Board Resolution - A Resolution Of The Planning Board Of The City Of Miami Beach, Florida, Requesting That The Mayor And City Commission Authorize An Impact Study Relating To Traffic, Operations, And Relating To The Various Types Of Medical Type Uses Proposed, Including But Not Limited To Urgent Care, Outpatient Surgery, Diagnostics, Medical Offices, Etc., To Be Utilized In Conjunction With Analyzing The Project At 709, 721, And 745 Alton Road, Under Planning Board File No. 2151; On Behalf Of Applicant South Beach Heights II, LLC And KMB Equities, LLC.
(Office of the City Manager)
(Deferred from February 11, 2015 - R9K)

R10 - City Attorney Reports

- R10A Notice of Closed Executive Session
Pursuant to §286.011, Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation matter:

Miami Beach Community Church, Inc., and South Beach Tristar, LLC v.
City of Miami Beach and Miami Design Preservation League, Inc.
Case No.: 14-473 AP
Lower Tribunal Case No: HPSM 14-003
HPB File No.: 7424

Therefore, a private closed Attorney-Client Session will be held after the opening of the City Commission meeting in Chambers on February 25, 2015, at 4:00 p.m., and will be moved to the City Manager's Large Conference Room, Fourth Floor, City Hall to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above-referenced litigation matters.

The following individuals will be in attendance: Mayor Philip Levine; Members of the City Commission: Micky Steinberg, Joy Malakoff, Michael Grieco, Edward Tobin, Deede Weithorn and Jonah Wolfson; City Manager Jimmy Morales, Assistant City Manager Joe Jimenez, City Attorney Raul Aguila, and Deputy City Attorney, Eve Boutsis.

End of Agenda

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Presentations and Awards

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MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

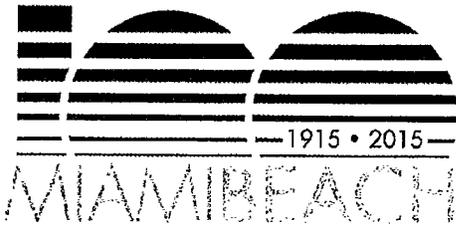
TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: February 17, 2015
SUBJECT: The Audit Committee Recommendations Regarding Fee in Lieu of Parking
for Referral to the Finance and Citywide Projects Committee

Please place the above item on the February 25, 2015 City Commission Awards and Presentations Meeting.

The Audit Committee recommendations are attached.

If you have any questions, please contact my Aide, Bonnie Stewart at extension 6722.

JVWM



RECEIVED
2015 FEB 13 AM 10:08
CITY CLERK'S OFFICE

OFFICE OF THE CITY MANAGER

NO. LTC# 069-2015

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: February 10, 2015

SUBJECT: **Audit Committee Recommendations regarding Fee in Lieu of Parking**

The purpose of this Letter to Commission (LTC) is to convey the Audit Committee's recommendations regarding the Committee's review of Fee in Lieu of Parking Past Due Accounts

Unanimous consensus:

1. Recommend Payment Plans for collection with the following two options: (1) For those delinquent, prior to the period of non-billing (FY05-FY09) – must pay current year, and have a total of three years to pay back entire back bill; (2) for those not previously delinquent, prior to city's non-billing, pay current year, and payment plan of up to five years.
2. Change the ordinance to require that if one is to use the fee in lieu of parking program, then both tenant and property owners, are co-applicants and to be both responsible for the fee.
3. Tie the payment in future to the BTR, if not pay by 10/1 revoke tenant and owner's BTR.

Motion by Artie Unger Second By Marc A. Gidney:

Motion that no forensic auditor needed as there is not enough information in the files to conduct a forensic audit, and a lack of an audit trail. Time better spent on identifying and collecting on accounts not billed. Finally, Carmen Sanchez and staff did a wonderful job investigating, beyond what a forensic auditor would do.

Unanimously approved by the Committee.

JM/



MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: February 17, 2015
SUBJECT: The Referral of a Proposed Ordinance Amendment Pertaining to the Expansion of the Landscape Architect Membership Category on the Design Review Board (DRB) to the Next Land Use and Development Committee and Planning Board

Please place the above item on the February 25, 2015 City Commission Awards and Presentations Meeting Consent Agenda for referral Next Land Use and Development Committee and Planning Board.

If you have any questions, please contact my Aide, Bonnie Stewart at extension 6722.

JVWM

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Condensed Title:

Request For Approval To Issue A Request For Proposals (RFP) For A Construction Manager At Risk Firm To Provide Pre-Construction And Construction Phase Services For The Miami Beach Convention Center Renovation And Expansion Project (the Project).

Key Intended Outcome Supported:

Improve alliance with key business sectors, namely hospitality, arts & international business with a focus on enhanced culture, entertainment & tourism.

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

On February 11, 2015, the City Commission adopted Resolution No. 2015-28924, cancelling Request for Proposals No. 2014-294-ME, for Design/Builder Services for the Miami Beach Convention Center Renovation and Expansion Project and directing the City Manager to prepare a new Request For Proposals (RFP) for a Construction Manager at Risk Firm (CMR) to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) Amendment for the Project.

A draft of RFP 2015-129-ME is attached as Exhibit "A".

RECOMMENDATION

The Administration recommends that the Mayor and City Commission authorize the issuance of Request for Proposals No. 2015-129-ME for a Construction Manager at Risk firm to provide pre-construction services and construction phase services for the Miami Beach Convention Center Renovation and Expansion Project.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | | Amount | Account |
|------------------|-------|--------|---------|
| | 1 | | |
| | 2 | | |
| OBPI | Total | | |

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Maria Hernandez, Extension 7284

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| AD MH _____ | MT | JLM |

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: February 25, 2015

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A CONSTRUCTION MANAGER AT RISK FIRM TO PROVIDE PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES FOR THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT (THE PROJECT).**

ADMINISTRATION RECOMMENDATION

Issue the RFP and authorize the City Manager to issue an addendum to the RFP with the form of agreement for the Construction Manager at Risk.

KEY INTENDED OUTCOME

Improve alliance with key business sectors, namely hospitality, arts & international business with a focus on enhanced culture, entertainment & tourism.

BACKGROUND

On February 11, 2015, the City Commission adopted Resolution No. 2015-28924, cancelling Request for Proposals No. 2014-294-ME, for Design/Builder Services for the Miami Beach Convention Center Renovation and Expansion Project and directing the City Manager to prepare a new Request For Proposals (RFP) for a Construction Manager at Risk Firm (CMR) to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) Amendment for the Project.

A draft of RFP No. 2015-129-ME is attached as Exhibit "A".

KEY RFP REQUIREMENTS

1. MINIMUM QUALIFICATIONS

Please reference item 4, Section 00100 of the RFP (page 4).

2. EVALUATION PROCESS

Please reference Section 00300 of the RFP (page 16).

3. PROPOSAL SUBMISSION REQUIREMENTS

Please reference Section 00400 of the RFP (page 19).

4. SCOPE OF SERVICES

Please reference Appendix C of the RFP (page 31).

TIMETABLE

| | |
|------------------------------------|--------------------------------------|
| Issuance of RFP | February 27, 2015 |
| Pre-Submittal Meeting | March 19, 2015 at 2:00 pm local time |
| Deadline for Receipt of Questions | March 30, 2015 at 5:00 pm local time |
| Proposal Due | April 9, 2015 at 3:00 pm local time |
| Evaluation Committee Meeting | April 16, 2015 |
| City Commission Approval Selection | April 29, 2015 |

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the issuance of a Request for Proposals (RFP) for a Construction Manager at Risk Firm to provide pre-construction and construction phase services for the Miami Beach Convention Center Renovation and Expansion Project, and authorize the City Manager to issue an addendum to the RFP with the form of agreement for the Construction Manager at Risk.

Attachments:

Exhibit "A": RFP 2015-129-ME (Draft)

JLM:MT:MH:AD

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DRAFT 2/20/2015

REQUEST FOR PROPOSALS

FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT

RFP No. 2015-129-ME

RFP ISSUANCE DATE: FEBRUARY 27, 2015

PRE-PROPOSAL MEETING DATE: MARCH 19, 2015 AT 2:00 PM LOCAL TIME

PROPOSAL DUE DATE: APRIL 9, 2015 AT 3:00 PM LOCAL TIME

ISSUED BY:

MIAMIBEACH

Maria Estevez, *Assistant Director*
DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7000 x 7490 | MariaEstevez@miamibeachfl.gov
www.miamibeachfl.gov

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APPENDIXES:

- A. PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT
- B. MBCC RENOVATION & EXPANSION DIAGRAMS
- C. SCOPE OF SERVICES
- D. STAFFING SCHEDULE FORM
- E. GENERAL CONDITIONS FORM



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305.673.7490, Fax: 786.394.4006

PUBLIC NOTICE

**REQUEST FOR PROPOSALS (RFP) No. 2015-129-ME (the "RFP")
FOR CONSTRUCTION MANAGER AT RISK SERVICES
FOR THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT
Miami Beach, Florida**

The City is seeking proposals from capable construction managers interested in submitting a proposal for Construction Manager At-Risk services for the Miami Beach Convention Center Renovation and Expansion Project (as hereinafter defined), which, among other things, includes: 1) the complete renovation of the Miami Beach Convention Center ("MBCC" or "Convention Center") with an expansion of a ballroom and auxiliary spaces; 2) parking above portions of the Convention Center; 3) exterior landscaping improvements and a 6.5 acre public park; and 4) a renovation of Convention Center Drive, including relocation of utilities.

A **Non-Mandatory** Pre-Proposal Conference is scheduled for **March 19, 2015 at 2:00 pm** local time at the following location:

**Miami Beach Convention Center
1901 Convention Center Drive
Miami Beach, Florida 33139**

Attendance (in person or via telephone) to this meeting is **not mandatory but strongly encouraged**. Proposers interested in participating in the meeting via telephone must follow these steps:

Web Address: <https://global.gotomeeting.com/join/882827709>

To join the conference call:
Dial +1 (872) 240-3212
Access Code: 882-827-709

Sealed proposals in response to this RFP must be received by the City of Miami Beach Department of Procurement Management, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, by **April 9, 2015 at 3:00 pm** local time.

Sincerely,

Alex Denis
Director, Procurement Management Department

00100. INSTRUCTIONS TO PROPOSERS:

1. **General.** This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City") as the means for prospective construction managers at risk ("Proposers") to submit their qualifications, fees, financial and other data for the City's consideration, with respect to managing the construction of the renovation and expansion of the MBCC to "Class A" standards, including 1) the complete renovation of the Convention Center with an expansion of a ballroom and auxiliary spaces; 2) parking above portions of the Convention Center; 3) exterior landscaping and a 6.5 acre public park; and 4) a renovation of Convention Center Drive, including relocation of utilities, as each is more fully described in the design package prepared by Fentress Architects ("Fentress") and available at the following link: <https://app.e-builder.net/public/publicLanding.aspx?QS=2cb5e4fdfe034342ad3e802080ae138c> (the "Project").

The construction manager for the Project will, among other things, provide pre-construction phase services and construction phase services via a guaranteed maximum price ("GMP") amendment under a Construction Manager at Risk ("CMR") approach.

2. **PublicPurchase.** The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addenda to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of a Proposal.**
3. **The Project.** In general, the Project includes all MBCC exhibit halls (approximately 500,000 sq. ft.), meeting rooms, pre-function, and support spaces such as loading docks, kitchens, bathrooms, MEP systems, and exterior areas. The MBCC is to be expanded to accommodate a new 60,000 square foot ballroom and additional meeting spaces. Upon completion, the MBCC is to offer 186,900 square feet of ballroom and meeting space. The Project will also include the conversion into a 6.5-acre public park of 880 surface parking spaces currently located in the "P-Lot" west of Convention Center Drive, as well as other landscaping improvements. In addition, Convention Center Drive and 19th Street will be refurbished. New parking replacing the existing spaces will be incorporated on the roof of the building. See Appendix B for diagrams and images of the proposed renovation and expansion.

Additional background information for the Project, including with respect to phasing, schedule, and funding, is set forth in Section 5 below and in Division 00200 of this RFP.

4. **Minimum Qualifications.** In order for proposals to be deemed responsive, Proposers must meet the minimum qualifications set forth below. **Non-responsive proposers will be disqualified from consideration.**
 - a. The Proposer, as a construction manager, construction manager at risk, design/builder, or general contractor, must have completed at least one (1) project with Hard Construction Costs of at least \$250 million within the last fifteen (15) years **and** built or renovated at least one (1) convention center with at least 250,000 square feet of exhibition space within the last 15 (fifteen) years.
 - b. The Proposer must have a minimum bonding capacity of \$500 million.
 - c. The Proposer's Lead Project Manager for this Project must have managed one (1) project with Hard Construction Costs of at least \$100 million within the last 15 (fifteen) years, **and**

must have managed the construction or renovation of at least one (1) convention center with at least 100,000 square feet of exhibition space within the last 15 (fifteen) years.

5. **Joint Ventures:** Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor who will serve as the CMR. The City will only contract with the prime contractor who will serve as the CMR. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.
6. **CMR Scope of Services:** The CMR shall provide comprehensive construction management services during the design through construction close-out phases, as set forth more fully in the Scope of Services set forth in Appendix C of this RFP, 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 Owner's Representative, for transmittal to Fentress, 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 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. 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 MBCC, as no labor parking will be available on-site.
 - viii. Providing compliance services with respect to contract activities, including enforcement of prevailing wage requirements;
 - ix. Evaluating design resolutions as related to schedule and budget;
 - x. 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;
 - xi. Implementing a commissioning program for the Project;
 - xii. Establishing a Contractor Controlled Insurance Program, whereby all eligible participants involved in the Project are covered by a single insurance program;
 - xiii. Coordinating the implementation of the City's Art in Public Places ("AIPP") commissions and art installations for the Project, with all such work covered within the GMP (provided, however, the City shall separately fund the commissioning of all AIPP works);

- xiv. 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.
7. **CMR Approach and Timeline:** Key events regarding the CMR's execution of the Project are as follows:
- a) On February 11, 2015, Fentress was authorized to proceed with completion of design development and all technical and other drawings, shop drawings, schedules, diagrams, and specifications, setting forth in detail the requirements for the construction of the Project ("Construction Documents" or "CDs").
 - b) On or about April 29, 2015, it is anticipated that the City Commission will consider the selection of the CMR.
 - c) On or about May 20, 2015, it is anticipated that the City Commission will consider a CMR contract to, among other things, fix the CMR's fee and provide for CMR services through the proposed date for establishing a GMP amendment (on or about October 31, 2015).
 - d) On or about May 20, 2015 the Construction Documents for an early demolition of certain structures on the north side of the MBCC and site work package for a portion of the Project are to be completed, to permit the CMR to bid the package, obtain all appropriate permits, and enable demolition and site work to begin in the areas north of the MBCC on or about October 1, 2015.
 - e) On or about September 15, 2015, Fentress will produce Construction Documents (anticipated to be at least 75% complete) for the purposes of establishing the GMP. These CD packages will be provided to the CMR, Fentress's cost estimator, and the City's cost estimator.
 - f) On or about September 15, 2015 the CDs for the foundations, structure and building enclosure package are to be completed to enable bidding and permitting for a December 10, 2015 commencement of construction, following the conclusion of the December 4-7, 2015 Art Basel events scheduled to take place at the Convention Center.
 - g) On or about September 30, 2015 the CMR will propose its GMP. Such GMP will include the estimate for all trade costs, general conditions, bonds & insurance, a 5% bidding contingency, a 6.75% escalation contingency, and the CMR fee. **The GMP cannot exceed the Project Construction Budget of \$471.9 million.**
 - h) Provided the City's budget and design objectives are met, on or about October 15, 2015, the City Commission will consider approval of an amendment to the CMR contract incorporating the GMP. If the Project is completed within or at the GMP, any bid buy-out savings realized through the bidding and construction process shall be shared at the conclusion of the Project, with 75% retained by the City and 25% paid to the CMR as an additional fee.
 - i) On or about December 10, 2015, Phase I of the construction shall commence.
 - j) On or about November 20, 2016, the MBCC will reopen for Art Basel, and 100% of the MBCC exhibit halls and other spaces within the MBCC must be made available for this event (partially renovated and partially in existing condition).
 - k) On or about November 20, 2017, the MBCC will reopen for Art Basel, and 100% of the MBCC exhibit hall renovations must be complete, the north junior ballroom must be complete, and the

majority of the MBCC renovation completed.

- l) By the fall of 2018, the Project must be complete.

The dates set forth above for completion of design packages are being verified by Fentress and are subject to change.

- 8. **Anticipated RFP Timetable.** The tentative schedule for this solicitation is as follows:

| | |
|------------------------------------|--------------------------------------|
| Issuance of RFP | February 27, 2015 |
| Pre-Submittal Meeting | March 19, 2015 at 2:00 pm local time |
| Deadline for Receipt of Questions | March 30, 2015 at 5:00 pm local time |
| Proposal Due | April 9, 2015 at 3:00 pm local time |
| Evaluation Committee Meeting | April 16, 2015 |
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- 9. The City reserves the right to postpone the date for receipt and opening of proposals and will make a reasonable effort to give at least five (5) calendar days written notice of any such postponement to each prospective proposer.
- 10. **Proposal Submission:** One (1) unbound original proposal, 20 copies, and one electronic PDF (in one file) on a flash drive or CD must be received on or before the date stipulated in the **Anticipated RFP Timetable** section. The original proposal and all copies must be submitted to the Department of Procurement Management in a sealed envelope or container stating on the outside, the Proposer's name, address, telephone number, RFP number, title, and due date. Any proposals received after time and date specified will be returned to the Proposer unopened. The responsibility for submitting a proposal before the stated time and date is solely and strictly the responsibility of the Proposer. The City is not responsible for delays caused by mail, courier service, traffic, weather or any other occurrence.
- 11. **Pre-Proposal Conference:** A Pre-Proposal Conference will be held on the date and time specified in the **Anticipated RFP Timetable** section. The pre-proposal conference will be held at the Miami Beach Convention Center located at 1901 Convention Center Drive, Miami Beach, Florida 33139. Attendance (in person or via telephone) to this meeting is not mandatory but strongly encouraged. Proposers interested in participating in the meeting via a webinar can log into Web Address: <https://global.gotomeeting.com/join/882827709>; Dial +1 (872) 240-3212; Access Code: 882-827-709.
- 12. **Procurement Contact:** Any questions or clarifications concerning this solicitation shall be submitted to **Maria Estevez, 305-673-7490, mestevez@miamibeachfl.gov** via email or in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov; or facsimile: 786-394-4188. The RFP title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than the date and time in the **Anticipated RFP Timetable** section. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.
- 13. **Documents.** All documents released in connection with this RFP, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are

complementary to one another and, together, establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s), if this RFP results in an award.

14. **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 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 PublicPurchase. Any prospective Proposer who has received this RFP by any means other than through PublicPurchase must register immediately with PublicPurchase to assure it receives any addendum issued to this RFP. 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 RFP Timetable** section.
15. **Cone Of Silence:** This RFP 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.
16. **Modification / Withdrawals Of Responses:** Proposer may submit a modified response to replace all or any portion of a previously submitted response up until the due date and time. Modifications received after the response due date and time will not be considered. Responses shall be irrevocable until contract award unless withdrawn in writing prior to the due date, or after expiration of 120 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the response due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.
17. **Postponement/Cancellation/Acceptance/Rejection:** The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A Proposer may withdraw its proposal after the expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.
18. **Costs Incurred by Proposers:** All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.
19. **Exceptions to RFP:** Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

20. **Florida Public Records Law:** Proposers are hereby notified that all responses including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the responses, whichever is earlier. Additionally, in the event an agreement is entered into with a proposer pursuant to this RFP, Proposer agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
21. **Negotiations:** 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 a contract has been agreed to, approved by the City Commission and executed by the parties.
22. **Protest Procedure:** Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protests not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.
23. **Observance Of Laws:** Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.
24. **Default:** Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.
25. **Conflict Of Interest:** All Proposers must disclose, in their response, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the proposer entity or any of its affiliates.
26. **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.

27. **Relationship to The City:** It is the intent of the City, and Proposers hereby acknowledge and agree, that the selected Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.
28. **Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
29. **Compliance with The City's Lobbyist Laws:** This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.
30. **Debarment Ordinance:** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.
31. **Compliance with the City's Campaign Finance Reform Laws:** This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.
32. **Code of Business Ethics:** Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.
33. **American with Disabilities Act (ADA):** Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.
34. **Acceptance of Gifts, Favors, Services:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this response. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the

City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

35. **Special Notices:** You are hereby advised that this RFP is subject to the following ordinances/resolutions, which may be found on the City of Miami Beach website:

<http://web.miamibeachfl.gov/procurement/scroll.aspx?id=2351034T34T>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449
- EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- PREVAILING WAGE RATES..... CITY CODE SECTION 31-27

Note: Ordinances may be amended any time prior to the receipt of proposals. The most recently approved ordinance or version shall apply.

36. **Occupational Health and Safety:** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

37. **Environmental Regulations:** The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

38. **Veteran Business Enterprises:** Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

39. **Mistakes.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.
40. **Copyright, Patents & Royalties.** Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
41. **Manner of Performance.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep up all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of the contract awarded pursuant to this RFP.
- Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.
42. **Non-Discrimination.** The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the performance of any contract awarded pursuant to this RFP.
43. **Laws, Permits and Regulations.** The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.
44. **Disputes.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- A. Any contract or agreement resulting from the award of this RFP; then
 - B. Addendum issued for this RFP, with the latest Addendum taking precedence; then
 - C. The RFP; then
 - D. The Proposer 's proposal in response to the RFP.

45. **Indemnification.** Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by the contractor or its employees, agents, servants, partners, principals or subcontractors of any contract awarded pursuant to this RFP. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection provided by the Proposer, whether under any contract awarded pursuant to this RFP or otherwise) shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of the contract awarded pursuant to this RFP.
46. **Demonstration of Competency.** The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
47. **Supplemental Information.** City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process.
48. **Assignment.** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its rights, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without prior written consent of the City.
49. **No Warranties or Representations By City.** Any information provided by City under this RFP is solely to provide background information for the convenience of the Proposers. City makes no representations or warranties, express or implied, of any kind whatsoever with respect to any of the matters identified in this RFP.

00200 ADDITIONAL BACKGROUND

1. **Phasing and Schedule.** Project Phasing will be a critical component of the selected CMR's services. The City has adopted a Construction Booking Policy, whereby half of the Convention Center is to remain open at any given time to accommodate certain Convention Center events during the Construction period, and the entirety of the Convention Center is to be made available for every annual Art Basel event.

Site work and other exterior renovations will likely begin in 2015, prior to the December, 2015 Art Basel event.

The "Phase 1A" work is depicted in Pages A-1211 and A-1212 of the Fentress design package and generally consists, without limitation, of certain improvements to the north half of the MBCC, including main floor north exhibition halls, the first floor north junior ballroom, north loading docks, east and west interior concourse areas, second level east and west meeting rooms, all support or "back-of-house" spaces required for use of the foregoing areas, and exterior enclosure of the Convention Center building sufficient to permit the use of the foregoing interior areas. During this period the southern half of the MBCC will remain open for events. Once completed, the new northern facility will open and the southern portion will be closed for renovation as part of Phase 1B and Phase 2. Phase 1A should be completed by November 20, 2016, to enable Art Basel to utilize the Convention Center. Until the Phase 1B work is available, the City desires to reserve an area of the P-Lot for use as temporary exhibit space with a tented structure.

The "Phase 1B" work is depicted on Pages A-1212 through A-1216 of the Fentress design package and generally consists, without limitation, of the second floor north ballroom, parking helixes, level four and five parking, including parking canopies, valet drop-off and driveway access to the parking helixes, exterior grand floor terrace and ballroom lobby entrance, north meeting rooms, new north kitchen, all support or "back-of-house" spaces required for use of the foregoing areas, and exterior enclosure of the Convention Center building sufficient to permit the use of the foregoing interior areas. Phase 1B should be completed by June 1, 2017.

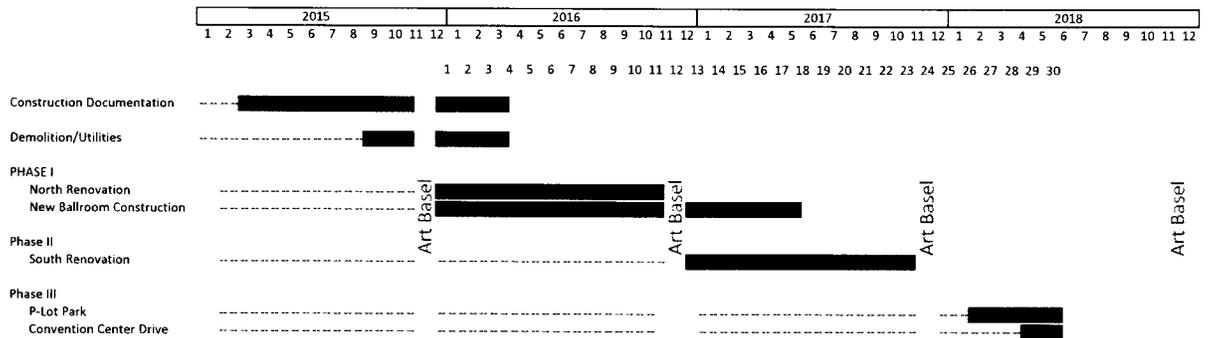
The "Phase 2" work would begin on December 10, 2016, and be completed by November 21, 2017, to host the December, 2017 Art Basel. Phase 2 work is depicted in Pages A-1221 through A-1226 of the Fentress design package and generally consists, without limitation, of the improvements to the main floor south exhibition halls, new first floor south junior ballroom, east and west interior concourse areas, first floor south meeting rooms, renovation of southeast ballroom, south loading docks, renovation of existing kitchen, second floor south east and west meeting rooms, demolition of second and third level bridge, a new sky bridge, level four south parking and level four south junior ballroom, all support or "back-of-house" spaces required for use of the foregoing areas, and exterior enclosure of the Convention Center building sufficient to permit the use of the foregoing interior areas.

The "Phase 3" work is depicted in Page A-1000 of the Fentress design package and generally consists, without limitation, of all Project site landscaping, remaining improvements to the 21st Street Park, the Collins Canal, new park at existing "P-lot" site, and Convention Center Drive and 19th Street. This work will likely occur or be completed following the December, 2017 Art Basel events.

Importantly, without regard to whether substantial completion of the Phase 1A work or Phase 2 work is timely achieved, the Convention Center must be available for load-in for the 2016 and 2017 Art Basel events. Construction will halt to accommodate the Art Basel event and its move in/out periods. Because the Art Basel dates cannot be extended or changed, the CMR will be responsible for taking all

steps that may be necessary to sequence and prosecute the work so as to timely accommodate these events and make the Project site generally available for occupancy and use by the public, vendors and others.

The City is open to alternative phasing plans, provided that 50% of the MBCC may be used for events during construction and the entire MBCC is available for the 2016 and 2017 Art Basel events and the Project completed prior to the 2018 Art Basel events.



2. **Project Budget.** The Project Construction Budget is \$471.9 million, excluding design costs, other owner costs, and owner's contingency.
3. **Project Funding:** The main funding approvals authorizing the issuance of tax increment bonds, resort tax bonds and parking revenue bonds have been secured for the Project. The City anticipates marketing and issuing bonds for the Project in 2015. The award of any GMP amendment to the CMR contract shall be subject to and contingent upon the City's obtaining the full amount of all financing and the availability of bond proceeds and earnings or other funding that the City may require for the Project. In the event this contingency is not satisfied and City does not obtain the necessary financing or sufficient funding to proceed with any portion of the Project, the City, at its sole discretion, may terminate the CMR contract and City shall have no further obligations to the CMR, other than to compensate CMR for work performed satisfactorily prior to the date of termination.
4. **Design Team:** The Fentress team currently also includes exterior façade architect Arquitectonica; landscape architect West 8; civil engineer Kimley Horn; structural engineers Martin & Martin; mechanical, electrical & plumbing engineers M-E Engineers, Inc.; acoustical engineers D.L. Adams; code consultant Rolf Jensen & Associates, Inc.; traffic engineer The Corradino Group; lighting designer Illume; signage consultant TKD; vertical transportation consultant Lerch Bates, Inc.; food service consultant William Caruso Associates; cost estimator Rider Levett Bucknall; and parking consultant Walker Parking.
5. **Project Oversight.** The City has staff dedicated to the Project, led by Maria Hernandez in the City Manager's office. Ms. Hernandez is assisted by project consultant Strategic Advisory Group (SAG) and Hill International as Owner's Representative. The City, Hill, and Fentress will have dedicated on-site representatives working on the Project.

00300. EVALUATION PROCESS

1. **Evaluation of Proposals.** The evaluation of proposals shall proceed in a two (2) step process, Qualitative and Quantitative Evaluation Steps, as outlined below. The results of Step 1 and Step 2 will be totaled and converted into a ranking for each proposal, as detailed in Section 0300-2 below. Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than Final Ranking results. In the evaluation of proposals, the City reserves the right to ask questions or seek additional information from proposers for purposes of clarifying its proposal.

Step 1 - Qualitative Evaluation (70 Points). Prior to opening the separately sealed CMR Fee Proposal and prior to opening the separately sealed Schedule of General Conditions, an Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the following Step 1 Qualitative Evaluation Criteria. In doing so, the Evaluation Committee may:

- a. Review and score all responses received utilizing the Weighted Criteria
- b. Short-list proposers to be further considered in oral presentations
- c. Interview selected proposers
- d. Re-score interviewed proposers utilizing the Weighted Qualitative Evaluation Criteria
- e. Recommend to City Manager the top ranked Proposer

Proposers will be evaluated on the following Weighted Qualitative Evaluation Criteria:

- 25 points: Organizational plan
- 20 points: Proposer experience and qualifications, including experience with maintaining operations during the construction process
- 20 points: Lead Project Manager and Superintendent experience, including experience with maintaining operations during the construction process
- 5 points: Financial capability
- 70 points: Total

Step 2 - Quantitative Evaluation (35 Points). The Quantitative Evaluation of proposals will be conducted by the City's Procurement Department and will consider the fees proposed and any preference that may be applied pursuant to Section 2-374 of the City Code. For purposes of scoring, the Proposer's fees will consist of the Proposer's percentage fee for overhead and profit pursuant to Division 00400, Tab 6 of the RFP.

- A. **Fee Evaluation (30 Points).** Upon completion of Step 1, the Procurement Department shall publically open the separately sealed CMR at Risk Fee Proposal and shall award points based on the following formula: $\text{Lowest Fee} \div \text{Proposer's Total Fee} \times \text{Maximum Points}$.

| Proposer | Total Fee | Maximum Points | Points Awarded |
|----------|-----------|----------------|----------------|
| A | 2.0% | 30 | 30 |
| B | 2.5% | 30 | 24 |
| C | 3.0% | 30 | 20 |

B. Preference for Small Business Owned And Controlled by a Veteran(s) or State-Certified Service-Disabled Veteran Business Enterprise Evaluation (5 Points). Following the results of Step 2 Evaluation Qualitative criteria, the Procurement Department shall award an additional 5 points to any Proposer who is a State-Certified Service-Disabled Veteran Business Enterprise, in accordance with Section 2-374 of the Code of the City of Miami Beach, Florida.

2. Evaluation Committee Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 points will be added to each Evaluation Committee member's scores by the Procurement Department. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

| | | Proposer A | Proposer B | Proposer C |
|----------------------------|---------------|------------|------------|------------|
| Committee Member 1 | Step 1 Points | 70 | 45 | 50 |
| | Step 2 Points | 28 | 29 | 25 |
| | Total | 98 | 74 | 75 |
| | Rank | 1 | 3 | 2 |
| Committee Member 2 | Step 1 Points | 60 | 40 | 65 |
| | Step 2 Points | 28 | 29 | 25 |
| | Total | 88 | 69 | 90 |
| | Rank | 2 | 3 | 1 |
| Committee Member 2 | Step 1 Points | 60 | 55 | 45 |
| | Step 2 Points | 28 | 29 | 25 |
| | Total | 88 | 84 | 70 |
| | Rank | 1 | 2 | 3 |
| Low Aggregate Score | | 4 | 8 | 6 |
| Final Ranking* | | 1 | 3 | 2 |

*Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

3. City Manager Process: Following the Evaluation Committee process, the City Manager will recommend to the City Commission the ranking of Proposer(s) he deems to be in the best interest of the City, or may recommend rejection of all proposals. While the City Manager may consider the Evaluation Committee process, his recommendation need not be consistent with the Evaluation Committee's results (including the scoring results identified herein) and may also take into consideration Miami Beach City Code Section 2-369, including, without limitation, the following considerations:

- a) The ability, capacity and skill of the proposer to perform the contract.
- b) Whether the proposer can perform the contract within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience and efficiency of the respondent.
- d) The quality of performance of previous contracts.
- e) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

4. City Commission Process: 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 proposer, which it deems to be in the best interest of the City, or it may also reject all responses.

5. Negotiations. Once the City Commission approves the ranking of Proposers, the City will open the separately sealed General Conditions of all Proposers for use in negotiating an acceptable General Conditions budget, and will enter into contract negotiations with the top ranked firm. If the City and selected

firm cannot agree on contractual terms, the City will terminate negotiations, solely at the discretion of the City, and begin negotiations with the next ranked firm, continuing this process with each firm in rank order until agreeable terms can be met or the procurement is terminated. Contract negotiations and execution will take place as quickly as possible after selection.

00400. PROPOSAL SUBMISSION REQUIREMENTS

Proposal packages must contain all the information requested and executed documents as required. Proposal packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. The City reserves the right to request any documentation omitted. Proposer must submit the documentation within three (3) calendar days upon request from the City, or the proposal may be deemed non-responsive. Proposal packages which are declared to be non-responsive will receive no further consideration.

Proposers may not dictate the circumstances under which the documents are deemed to be confidential. Only the Florida State Legislature may determine which public records are subject to disclosure and which are not. Moreover, a private party cannot render public records exempt from disclosure merely by designating as confidential the material it furnishes to the City. The desire of the private party to maintain privacy of certain materials filed with the City is of no consequence unless such materials fall within a legislative created exemption to Chapter 119, Florida Statutes. Proposers should assume that all documents submitted shall be available for public inspection and copying in accordance with the Florida Public Records Act.

RESPONSE FORMAT

In order to maintain comparability, facilitate the review process, and assist the Evaluation Committee in review of responses, responses need to be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittals should be bound and tabbed as enumerated below, and contain a table of contents with page references. Proposers should prepare their submittal on 8.5 x 11 paper. Please feel free to include other materials, such as covers, appendices, brochures, etc. at your discretion. The recommended number of pages the City desires for each submittal item is indicated below. These are recommendations only and actual pages may exceed the recommendation.

| | |
|---|--------------------------|
| TAB 1 | Executive Summary |
| <p>1. Cover Page, Letter, and Table of Contents. The cover letter must indicate Proposer and be signed by same.</p> <p>2. Proposal Overview. Provide a brief summary describing your proposal (recommend 2-3 pages)</p> <p>3. Minimum Qualifications. Submit verifiable information documenting compliance with the Minimum Requirements in Division 00100 of this RFP.</p> <p style="margin-left: 20px;">a. Proposer (recommend 1 page)</p> <p style="margin-left: 20px;">b. Proposer's Lead Project Manager (recommend 1 page)</p> <p>Proposals not deemed to be in compliance with the minimum qualification requirements of this RFP shall not be further considered.</p> | |
| TAB 2 | Organization Plan |
| <p>Proposer shall submit an organizational structure that has a sufficient number of professionals and other personnel to perform the work, including:</p> <p style="margin-left: 20px;">a. An organizational chart depicting the structure and lines of authority and communication.</p> <p style="margin-left: 20px;">b. A narrative that describes:</p> <p style="margin-left: 40px;">1) the intended structure regarding a project management plan;</p> <p style="margin-left: 40px;">2) proposed project management control systems that will be used on the Project, along with</p> | |

- accountability and compliance with the terms of the RFP;
 - 3) approach to managing the competitive trade bidding process; and
 - 4) approach to local workforce hiring,
 - c. Identification all key personnel, including the Lead Project Manager and Job Superintendent, who will be assigned to the Project and their intended functions and responsibilities. Also indicate the percentage of time commitment of each key person on this Project. Utilize the staffing schedule form in Appendix D. For purposes of reviewing the staffing schedule, the City is assuming a six (6) month period for Preconstruction Services and a thirty (30) month period for Construction Phase Services.
 - d. Resumes of the Lead Project Manager and Job Superintendent demonstrating their experience and qualifications, education and performance record. Also provide a table of the Project Manager's and Job Superintendent's most similar projects that includes the following information: project name, type of project (convention center, airport, etc.), convention center square feet if applicable, the years constructed, hard costs, and Project Manager's role. (recommend 1 page for each).
 - e. Resumes of the other team's key personnel who will be assigned to the Project that demonstrate their experience and qualifications, education and performance record.

TAB 3 Proposer Experience & Qualifications

Describe experience and qualifications of the Proposer in providing the services detailed herein.

1. **Company Information.** Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (recommend 1 page)
2. **Company's List of Similar Experience and Qualifications.** Provide a list of the company's experience and qualifications with the services detailed herein. Provide a table that includes the following information: project name, type of project (convention center, airport, etc.), convention center square feet if applicable, the years constructed, hard costs, and delivery approach (CM, CMR, design-build, general contractor, etc.). (recommend 1 page)
3. **Relevant Experience.** Summarize 10 (ten) of the company's most similar projects of comparable size and scope where similar services to those described in this RFP have been provided, including providing multi-disciplinary construction management in the areas of scope definition/validation, value engineering, cost estimating, scheduling, quality assurance/quality control, building code review/inspection, design, construction, public engagement, closeout, and warranty services. Please list similar convention center projects first followed by other relevant project experience. (recommend 1 page per project) For each project include:
 - a. Project name and location
 - b. Project description
 - c. Years project constructed (or "Under Construction")
 - d. Project hard cost
 - e. If convention center, indicate gross square feet constructed, exhibit hall square feet, ballroom square feet, meeting room square feet
 - f. Indicate whether your role was CMR at risk, CM (agency), GMAX contract, or design-builder
 - g. If applicable, a brief description of how the Proposer maintained operations while under construction

- h. The names of the key project personnel, highlighting any individuals who will also work on this project
 - i. Reference contact information, including telephone numbers
- 4. LEED Experience.** List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years that achieved a USGBC LEED Silver certification or greater.

TAB 4 Other Team Members

Provide a list of any other key team members. For each team member provide a description of their role and a summary of the relevant qualifications and experience (recommend 3 pages per team member).

TAB 5 Financial Capability

1. **Financial Capabilities.** Provide the Proposer's most recent annual financial statement with the auditor's notes. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income).
2. **Bonding Capacity.** Provide evidence that the Proposer has adequate bonding capacity (minimum of \$500 million) for construction of the Project. Proposers shall provide proof of its bonding capacity by a statement from a Surety firm 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.

TAB 6 CMR Fee – SEPARATE SEALED ENVELOPE #1

In a separate sealed envelope (#1), provide the CMR Fee for overhead and profit, in the form of a percent of the total of the trade costs plus general conditions/requirements, insurance (excluding builders risk with shall be purchased by the City), and performance bond, but excluding the CMR Fee itself. For clarity, the CMR will not be paid a fee on its fee. The fee shall be based on the requirements of this RFP, including the Scope of Services in Appendix C.

DO NOT include the General Conditions Tab 7 in this envelope.

TAB 7 General Conditions – SEPARATE SEALED ENVELOPE #2

In a second separately sealed envelope (#2), provide an estimate of all general conditions/requirements for the Project using the form in Appendix E. For purposes of reviewing the general conditions line items in Appendix E, the City is assuming a six (6) month period for Preconstruction Services and a thirty (30) month period for Construction Phase Services.

DO NOT include the CMR Fee Tab 6 in this envelope.

TAB 8 Forms

Provide a completed Certification, Questionnaire & Requirements Affidavit (Appendix A) signed by the Proposer.

TAB 9 Other

Provide any other information the Proposer believes will help the City understand the Proposer's capabilities.

TAB 10 Form of CMR Agreement

The City will release its form of CMR Agreement by addendum to this RFP. It is the City's intent to use this form of agreement as drafted, in accordance with the assumptions and allocation of risk outlined therein. Proposers shall not make their proposals conditional upon City's acceptance of terms or conditions that conflict with or are in addition to those contained in the agreement. Proposers must clearly indicate any

exceptions they wish to take to any of the terms of the Agreement. The City, at its sole discretion, may accept or reject any or all exceptions. In all cases where exceptions are rejected, the City shall require the Proposer to comply with the particular term and/or condition to which the Proposer took exception, as said term or condition was originally set forth by the City.

APPENDIX A



MIAMI BEACH

Proposal Certification,
Questionnaire &
Requirements Affidavit

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

| | | |
|---------------------------------------|--|-------------------------------------|
| Solicitation No: 2015-129-ME | Solicitation Title: Construction Manager at Risk Services for the Miami Beach Convention Center Renovation and Expansion | |
| Procurement Contact: Maria Estevez | Tel: 305-673-7490 | Email: mestevez@miamibeachfl.gov |

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

| | | |
|---|----------------------------------|-------------------|
| FIRM NAME: | | |
| No of Years in Business: | No of Years in Business Locally: | No. of Employees: |
| OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: | | |
| FIRM PRIMARY ADDRESS (HEADQUARTERS): | | |
| CITY: | | |
| STATE: | | |
| TELEPHONE NO.: | | |
| TOLL FREE NO.: | | |
| FAX NO.: | | |
| FIRM LOCAL ADDRESS: | | |
| CITY: | | |
| STATE: | | |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: | | |
| ACCOUNT REP TELEPHONE NO.: | | |
| ACCOUNT REP TOLL FREE NO.: | | |
| ACCOUNT REP EMAIL: | | |
| FEDERAL TAX IDENTIFICATION NO.: | | |

The City reserves the right to seek 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.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Management Department with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. **Prevailing Wage:** By executing this affidavit, Proposer certifies that it shall comply with, and shall require all subcontractors to comply with, Sections 31-27 through 31-30 of the City Code, as same may be amended from time to time, with regard to minimum hourly wage rates for all employees who provide services pursuant to any work awarded pursuant to this RFP.
8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** By executing this affidavit, Proposer certifies that it shall comply with all applicable provisions of Section 2-373 of the City Code, as same may be amended from time, with regard to equal benefits for domestic partners of employees.
9. **Public Entity Crimes.** Section 287.133 (2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a... person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section. 287.017. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. Have you ever failed to complete any work awarded to you? If so, where and why?
 YES NO

SUBMITTAL REQUIREMENT: If yes, submit information on project, agency, agency contact and reason why contractor failed to complete work.

11. Has a surety company ever intervened to assist a governmental agency or other client of the Proposer in completing work that the Proposer failed to complete?
 YES NO

SUBMITTAL REQUIREMENT: If yes, submit owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

12. **Bankruptcy.** Has the Proposer filed any bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
 YES NO

SUBMITTAL REQUIREMENT: If yes, list and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

13. **Litigation History.** Has Proposer or any principal or employee of the Proposer (relating to professional endeavors only) been the subject of any claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years.
 YES NO

SUBMITTAL REQUIREMENT: If yes, list all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

14. Has the Corporation, Officers of the Corporation, Principal Stockholders, Principals of the Partnership or Owner of Sole Proprietorship ever been indicted, debarred, disqualified or suspended from performing work for the Federal Government or any State or Local Government or subdivision or agency thereof?
 YES NO

SUBMITTAL REQUIREMENT: If yes, list the specific cases and the charging agency.

15. **Principals.** Provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.
16. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The City will strive to reach every proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

| Initial to Confirm Receipt | | Initial to Confirm Receipt | | Initial to Confirm Receipt | |
|----------------------------|------------|----------------------------|-------------|----------------------------|-------------|
| | Addendum 1 | | Addendum 6 | | Addendum 11 |
| | Addendum 2 | | Addendum 7 | | Addendum 12 |
| | Addendum 3 | | Addendum 8 | | Addendum 13 |
| | Addendum 4 | | Addendum 9 | | Addendum 14 |
| | Addendum 5 | | Addendum 10 | | Addendum 15 |

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final un-appealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's Proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of Proposal submitted; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

| | |
|--|--|
| Name of Proposer's Authorized Representative: | Title of Proposer's Authorized Representative: |
| Signature of Proposer's Authorized Representative: | Date: |

State of FLORIDA)
)
 County of _____)

On this ____ day of _____, 20__, personally
 appeared before me _____ who
 stated that (s)he is the _____
 of _____, a corporation, and that the instrument was
 signed in behalf of the said corporation by authority of its board of
 directors and acknowledged said instrument to be its voluntary act
 and deed. Before me:

APPENDIX B



MIAMI BEACH

MBCC Renovation and Expansion Diagrams

[Images to be released with RFP]

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX C



MIAMI BEACH

Scope of Services

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Consistent with the general scope of services identified in Section 6 of Division 00100 of this RFP, the CMR shall provide comprehensive construction management services, including, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of a GMP amendment, all of the Construction Phase Services set forth below and/or that may be required to complete all work on the Project in strict accordance with the Contract Documents (as hereinafter defined), so as to deliver the Project to the City at or below the GMP, when established, and within the Contract time. The Contract Documents shall include the City's contract with the CMR (including appendices) describing the parties' respective rights and responsibilities with respect to all work or services required for completion of the Project, the GMP amendment, approved change orders or other amendments to the CMR contract, and the completed Construction Documents and any modifications thereto.

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 business days after the meeting.
- 2) **Review of Construction Documentation/ Value Engineering.** CMR shall review the work of Fentress 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, Fentress 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 Fentress as the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.
- 3) **Phasing Plan.** CMR shall develop a phasing plan that enables one-half of the MBCC to remain open throughout construction and 100% of the MBCC to be available for the Art Basel events each year. CMR shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The CMR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.
- 4) **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, 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.

- 5) **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.
- 6) **Cost Estimating.** CMR shall provide a preliminary construction cost estimate based on 100% design development drawings within 60 days of execution of the CMR contract. The CMR shall provide a second estimate for purposes of negotiating a Guaranteed Maximum Price on or about October 1, 2015.
- 7) **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 must include all costs for permit expediting services for the Project.
- 8) **Guaranteed Maximum Price.** CMR shall submit (on or about October 15, 2015) 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, a 5% bidding contingency, a 6.75% escalation contingency, and the CMR fee, 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. The GMP cannot exceed the City budget of \$471.9 million. 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.** Fentress is currently planning to prepare at least five bid packages: 1) GMP pricing; 2) demolition & utilities; 3) foundations, structure & building enclosure; 4) interiors; and 5) park and park pavilion. Fentress is contracted to prepare up to two more packages, if required by the CMR. 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, Fentress and the City.
- 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. 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 Fentress 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 Owner's Representative shall transmit to CMR all of Fentress's responses to questions at pre-bid conferences, and CMR shall review addenda prepared by Fentress 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 Fentress to prepare addenda.

- 5) **Bid Review.** CMR, with the assistance of Owner's Representative and Fentress, 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 Fentress, 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 investigating 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, (a) incorporate the provisions of the City's contract with the CMR, to the extent applicable to the work to be performed by each Subcontractor; (b) require the Subcontractor to maintain 100% performance and payment bonds naming the City and CMR as dual obligee beneficiaries in accordance with all applicable laws, and (c) grant the City the right to succeed to the interest of the CMR, or otherwise direct an assignment of, such subcontract or other agreement, at the City's sole option.
- 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

- 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.
- 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, Convention Center Manager, Fentress, and Fentress's 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 Fentress, 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 from Fentress. 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 Fentress 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 Fentress 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 schedule and conduct a weekly progress meeting to include representatives of the City, Fentress and Owner's Representative (OAC Meeting) to discuss such matters as procedures, progress, problems and scheduling. CMR shall prepare and distribute for discussion at each meeting a 3 Week look-ahead schedule. CMR shall prepare and distribute minutes of each meeting promptly and no later than five 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™ system for data warehousing.
- 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 Fentress the Construction Plan which will include a work breakdown structure based upon the approved Construction Schedule and phasing plan.
- 11) **LEED Initiatives** – CMR shall implement the agreed-upon LEED initiatives and certification process, which at a minimum shall include satisfying all of the requirements associated with the then current USGBC Silver LEED certification.
- 12) **Presentations** – Participate and assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups required.
- 13) **MBCC Event Coordination.** CMR shall meet with the MBCC Manager not less than bi-weekly to discuss construction activities and event activity occurring at the operational part of the Convention Center.
- 14) **Progress Reports.** No less often than once each month, CMR shall submit to the City, the Owner's Representative and Fentress a detailed Progress Report for the City's, Owner's Representative's and Fentress's review and comment. The format for the Progress Report must be approved and accepted by the City, the Owner's Representative and Fentress, 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.
- 15) **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 Fentress once each week. The CMR shall also require all Subcontractors to provide independent daily logs of activity.
- 16) **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.
- 17) **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 Fentress's 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 Fentress and the Owner's Representative. All payment requests must be in accordance with the schedule of values approved.

- 18) **Prevailing Wage.** CMR shall monitor and report on prevailing wage requirements for the Project.
- 19) **Notices.** CMR shall file all notices of commencement and all other filings required to be made for the Project.
- 20) **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 Fentress, 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 Fentress in connection with the City's responsibility for filing documents required for the approvals of government entities having jurisdiction over the Project.
- 21) **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 a checking 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.
- 22) **Field Questions.** CMR shall develop, in conjunction with the City and Fentress, procedures acceptable to the City, the Owner's Representative and Fentress 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 Fentress to develop systems and procedures to be used by Fentress, 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 Fentress, Owner's Representative and the City, review requests for changes submitted by Subcontractors, negotiate Subcontractor's proposals, submit recommendations to Fentress, 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.
- 23) **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 Fentress. 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 Fentress 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 with the Contract Documents and is coordinated with other related work. In collaboration with Fentress 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.
- 24) **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 Fentress. Upon final completion (or earlier if practical), CMR shall deliver to the City two 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, and by Miami-Dade County, including but not limited to the Miami-Dade County Inspector General's Office.

- 25) **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. 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.
- 26) **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.
- 27) **Interpretations.** CMR shall consult with the Owner's Representative and Fentress 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. Fentress's 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.
- 28) **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 Fentress. CMR shall monitor compliance of each Subcontractor with the Owner's requirements for insurance and bonding as set forth in the Contracts.
- 29) **Inspections.** CMR shall assist Fentress 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 Fentress 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.
- 30) **Substantial Completion.** CMR shall develop in conjunction with the City, Owner's Representative and Fentress a schedule setting forth anticipated dates for inspections of the work or portions thereof (as the case may be) by the City, Owner's Representative and/or Fentress in order to determine substantial completion and final completion of the work or designated portions thereof. It is anticipated that Fentress shall make an initial visit and one re-inspection for each area of the Work designated on the schedule developed by Fentress, CMR and the City. CMR, Fentress 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.
- 31) **Public Information Officer.** The CMR shall employ or subcontract a professional Public Information Officer, approved by the City, to coordinate the public information component of the Project.

CLOSEOUT PHASE

- 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 Fentress in compiling a coordinated punch list of incomplete or unsatisfactory items and a schedule for their completion.
- 3) **Final Inspections**. Following Fentress's 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 Fentress when work is ready for final inspection. CMR shall assist Fentress and the Owner's Representative in conducting final inspections. CMR shall supervise and coordinate the issuance of all required certificates of occupancy.
- 4) **Turn Over**. With Fentress, 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.
- 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.
- 6) **10-Month Inspection** – CMR shall perform a warranty inspection ten months following completion of the Project with the Owner's Representative, the Fentress, and City.
- 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 D



MIAMI BEACH

Staffing Schedule

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

PROPOSED STAFFING SCHEDULE FORM

Pre-Construction Phase

| | # of Months | % Time | Hours |
|------------------------|-------------|--------|-------|
| Project Executive | 6 | | |
| Lead Project Manager | 6 | | |
| Project Manager | 6 | | |
| Chief Estimator | 6 | | |
| Estimating Engineer | 6 | | |
| MEP Manager | 6 | | |
| Mechanical Estimator | 6 | | |
| Electrical Estimator | 6 | | |
| BIM Engineer | 6 | | |
| Project Engineer | 6 | | |
| Other | 6 | | |
| Other | 6 | | |
| Other | 6 | | |
| Total Pre-Construction | | | |

Construction Phase

| | # of Months | % Time | Hours |
|--------------------------|-------------|--------|-------|
| Operations Manager | 30 | | |
| Project Executive | 30 | | |
| Lead Project Manager | 30 | | |
| Project Manager | 30 | | |
| MEP Manager | 30 | | |
| BIM Engineer | 30 | | |
| Project Superintendent | 30 | | |
| Assistant Superintendent | 30 | | |
| Field Engineer | 30 | | |
| 2nd Shift Superintendent | 30 | | |
| Project Engineer | 30 | | |
| Assistant Engineer | 30 | | |
| Accounting & Cost | 30 | | |
| Safety | 30 | | |
| Purchasing | 30 | | |
| LEED Services | 30 | | |
| Field Secretary | 30 | | |
| Other (specify) | 30 | | |
| Other (specify) | 30 | | |
| Other (specify) | 30 | | |
| Total Construction | | | |

Close-Out

Operations Manager
Lead Project Manager
Project Manager
Assistant Superintendent
Project Engineer
Field Secretary
Accounting & Cost
Other (specify)
Other (specify)
Other (specify)
Total Close Out

| # of Months | % Time | Hours |
|-------------|--------|-------|
| 3 | | |
| 3 | | |
| 3 | | |
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Total Hours

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APPENDIX E



MIAMI BEACH

General Conditions Form

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Proposed General Conditions Form

| Pre-Construction Phase | # of Months | % Time | Hours | Hourly Rate | Costs |
|-------------------------------|-------------|--------|-------|-------------|-------|
| Project Executive | 6 | | | | |
| Lead Project Manager | 6 | | | | |
| Project Manager | 6 | | | | |
| Chief Estimator | 6 | | | | |
| Estimating Engineer | 6 | | | | |
| MEP Manager | 6 | | | | |
| Mechanical Estimator | 6 | | | | |
| Electrical Estimator | 6 | | | | |
| BIM Engineer | 6 | | | | |
| Project Engineer | 6 | | | | |
| Expedited Permitting Services | 6 | | | | |
| Other (specify) _____ | 6 | | | | |
| Other (specify) _____ | 6 | | | | |
| Other (specify) _____ | 6 | | | | |
| Total Pre-Construction | | | | | |

| Construction Phase | # of Months | % Time | Hours | Hourly Rate | Costs |
|---------------------------|-------------|--------|-------|-------------|-------|
| Operations Manager | 30 | | | | |
| Project Executive | 30 | | | | |
| Lead Project Manager | 30 | | | | |
| Project Manager | 30 | | | | |
| MEP Manager | 30 | | | | |
| BIM Engineer | 30 | | | | |
| Project Superintendent | 30 | | | | |
| Assistant Superintendent | 30 | | | | |
| Field Engineer | 30 | | | | |
| 2nd Shift Superintendent | 30 | | | | |
| Project Engineer | 30 | | | | |
| Assistant Engineer | 30 | | | | |
| Accounting & Cost | 30 | | | | |
| Safety | 30 | | | | |
| Purchasing | 30 | | | | |
| LEED Services | 30 | | | | |
| Field Secretary | 30 | | | | |
| Completion Bonuses | | | | | |
| Other (specify) _____ | 30 | | | | |
| Other (specify) _____ | 30 | | | | |

Other (specify) _____
Other (specify) _____

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Total Other Expenses

Grand Total Staffing & Other Expenses

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MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: February 25, 2015

SUBJECT: **DISCUSSION: PLANNING BOARD RESOLUTION**

A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF MIAMI BEACH, FLORIDA, REQUESTING THAT THE MAYOR AND CITY COMMISSION AUTHORIZE AN IMPACT STUDY RELATING TO TRAFFIC, OPERATIONS, AND RELATING TO THE VARIOUS TYPES OF MEDICAL TYPE USES PROPOSED, INCLUDING BUT NOT LIMITED TO URGENT CARE, OUTPATIENT SURGERY, ETC., TO BE UTILIZED IN CONJUNCTION WITH ANALYZING THE PROJECT AT 709, 721, AND 745 ALTON ROAD, UNDER PLANNING BOARD FILE NO. 2151; ON BEHALF OF APPLICANT SOUTH BEACH HEIGHTS II, LLC AND KMB EQUITIES, LLC

ADMINISTRATION RECOMMENDATION

Discuss the Planning Board recommendation and provide appropriate policy direction..

BACKGROUND / ANALYSIS

On Wednesday, January 28, 2015, the Planning Board heard almost five hours of testimony relating to Planning Board File no 2151, for applicants, South Beach Heights II, LLC and KMC Equities, LLC, for the project at 709, 721 and 745 Alton Road. The applicants sought substantial modification of a conditional use approval previously granted on February 25, 2014. The proposed uses contemplated appear to be different in scope and intensity, and currently our code does not provide a definition other than medical office or hospital, and the Planning Board after hearing the testimony has concerns over the possible impacts to the neighborhood and seeks further clarification to determine if there is or is not an impact from the various proposed medical-type uses, identified as, amongst other things, an urgent care center, outpatient surgery center; diagnostic center. The Code does not define urgent care, outpatient surgery or a diagnostic center.

The Planning Board unanimously requested the City Commission authorize the expenditure of funds in order to obtain an Independent Study of the Impacts to the Community, and specifically, the Neighborhood, as it relates to these types of medical uses, and location. A copy of the resolution of the Board is attached. The Planning Board asks that the City retain a medical consultant, along with other consultants to address the impact of the uses, the operational plans for such uses, the traffic relating to such issues, and the intensity of the uses.

Agenda Item R9A
Date 2-25-15

The Planning Board has continued File 2151, so that it may obtain the study and better understand the impacts relating to the project. Based upon the foregoing, the Planning Board asks that the City Commission authorize the expenditure of funds to conduct the necessary study and move forward with same, so that the Planning Board may make an informed decision on the pending application.

CONCLUSION

In accordance with the January 28, 2015 recommendation of the Planning Board, the Administration recommends that the Mayor and the City Commission discuss the item further and provide appropriate policy direction.

JLM/JMJ/TRM

T:\AGENDA\2015\February\Planning Board Referral - 709 AR Analysis - MEM.docx

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF MIAMI BEACH, FLORIDA, REQUESTING THAT THE MAYOR AND CITY COMMISSION AUTHORIZE AN IMPACT STUDY RELATING TO TRAFFIC, OPERATIONS, AND RELATING TO THE VARIOUS TYPES OF MEDICAL TYPE USES PROPOSED, INCLUDING BUT NOT LIMITED TO URGENT CARE, OUTPATIENT SURGERY, DIAGNOSTICS, MEDICAL OFFICES, ETC., TO BE UTILIZED IN CONJUNCTION WITH ANALYZING THE PROJECT AT 709, 721, AND 745 ALTON ROAD, UNDER PLANNING BOARD FILE NO. 2151; ON BEHALF OF APPLICANT SOUTH BEACH HEIGHTS II, LLC AND KMB EQUITIES, LLC.

WHEREAS, on Wednesday, January 28, 2015, the Planning Board heard almost five hours of testimony relating to Planning Board File no 2151, for applicants, South Beach Heights II, LLC and KMC Equities, LLC, for the project at 709, 721 and 745 Alton Road; and

WHEREAS, the applicants sought substantial modification of a conditional use approval previously granted on February 25, 2014 ("CUP"); and

WHEREAS, the uses contemplated appear to be different in scope and intensity, and currently our code does not provide a definition other than medical office or hospital, and the Planning Board after hearing the testimony, has concerns over the possible impacts to the neighborhood and seeks further clarification to determine if and to what extent there is or is not an increased impact from the various proposed medical-type uses, identified as, amongst other things, an urgent care center, outpatient surgery center; diagnostic center; and

WHEREAS, the Planning Board unanimously requested the City Commission authorize the expenditure of funds in order to obtain an Independent Study of the impacts to the Community, and specifically, the Neighborhood, as it relates to these types of medical uses which were not contemplated in the existing CUP; and

WHEREAS, the Planning Board asks that the City retain a medical consultant, along with other consultants reasonably necessary to address the impact of the uses, the operational plans for such uses, the traffic relating to such uses, and the intensity of the uses; and

WHEREAS, the Planning Board has continued File 2151, so that it may obtain the study and better understand the impacts relating to the project; and

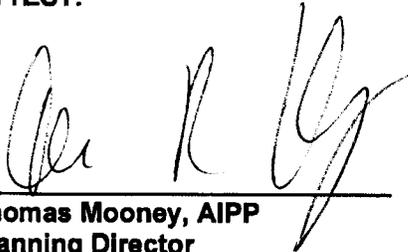
WHEREAS, the Planning Board asks that the City Commission authorize the expenditure of funds to conduct the necessary study and move forward with same so that the Board may proceed with a complete analysis of the project with all relevant information.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS: that the Planning Board request that the Mayor and City Commission authorize an impact study analyzing the project with emphasis on traffic, operations, and the impact of the various types of enhanced medical type uses, including but not limited to urgent care, outpatient surgery, diagnostics, medical offices, etc. to be utilized in the project at 709, 721, and 745 Alton Road, under Planning Board File No. 2151; for

applicants, South Beach Heights II, LLC and KMB Equities, LLC.

PASSED AND ADOPTED this 4 day of February, 2015.

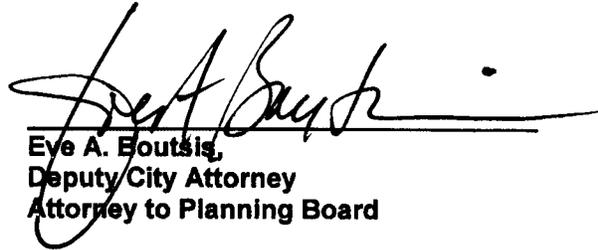
ATTEST:



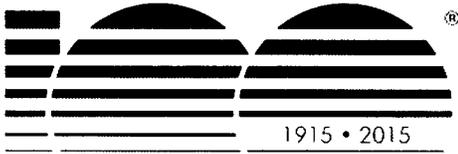
**Thomas Mooney, AIPP
Planning Director
Secretary to the Planning Board**



**Jonathan D. Beloff, Chair
Planning Board**



**Eve A. Eoutsis,
Deputy City Attorney
Attorney to Planning Board**



COMMISSION MEMORANDUM

TO: Mayor Philip Levine
Members of the City Commission
City Manager Jimmy Morales
City Clerk Rafael Granado

FROM: Raul Aguila, City Attorney

DATE: February 17, 2015

SUBJECT: Closed Attorney-Client Session

Pursuant to §286.011, Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation matter:

*Miami Beach Community Church, Inc., and South Beach Tristar, LLC v.
City of Miami Beach and Miami Design Preservation League, Inc.*

Case No.: 14-473 AP

Lower Tribunal Case No: HPSM 14-003

HPB File No.: 7424

Therefore, a private closed Attorney-Client Session will be held after the opening of the City Commission meeting in Chambers on February 25, 2015, at 4:00 p.m., and will be moved to the City Manager's Large Conference Room, Fourth Floor, City Hall to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above-referenced litigation matters.

The following individuals will be in attendance: Mayor Philip Levine; Members of the City Commission: Micky Steinberg, Joy Malakoff, Michael Grieco, Edward Tobin, Deede Weithorn and Jonah Wolfson; City Manager Jimmy Morales, Assistant City Manager Joe Jimenez, City Attorney Raul Aguila, and Deputy City Attorney, Eve Boutsis.

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