

## Solicitation 206-10371

# Construction Management Consulting Services for Municipal Fire Stations



City of Fort Lauderdale

## Bid 206-10371

# Construction Management Consulting Services for Municipal Fire Stations

Bid Number 206-10371  
Bid Title Construction Management Consulting Services for Municipal Fire Stations

Bid Start Date Dec 22, 2009 4:50:13 PM EST  
Bid End Date Jan 19, 2010 2:00:00 PM EST  
Question & Answer End Date Jan 13, 2010 5:00:00 PM EST

Bid Contact Jim Hemphill  
Sr. Procurement Specialist  
Procurement Department  
954-828-5143  
jhemphill@fortlauderdale.gov

### Description

The City of Fort Lauderdale is interested in entering into a contract with a Construction Management Consultant for the Construction of Municipal Fire Stations. The services required may include, but not necessarily be limited to the scope of services as indicated. The selected firm will be responsible for working in cooperation with officials of the City and with the City's construction manager, engineers and/or architects to supervise and administer the design and construction of various projects.

In accordance with CCNA – Consultants' Competitive Negotiation Act

***Request for Qualifications***

***RFQ #206-10371***

***Construction Management Consultant***

**Construction Management Consulting Services for Construction  
of Municipal Fire Stations  
(CCNA – Consultants' Competitive Negotiation Act)**



*Venice of America*

***City of Fort Lauderdale***

**Issued on behalf of: THE ENGINEERING DEPARTMENT**

**Department of Procurement Services  
James T. Hemphill – Sr. Procurement Specialist  
Fort Lauderdale City Hall  
100 N. Andrews Avenue, 6<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301**

**Web Site Address: [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)**

**Submission Deadline**

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**Day/Date: January 19th, 2010  
Time: 2:00 PM EST  
Location/Mail Address: Fort Lauderdale City Hall  
Procurement Department  
100 N. Andrews Avenue, #619  
Fort Lauderdale, FL 33301**

Sealed written Responses shall be received by the City of Fort Lauderdale, Department of Procurement Services, no later than the date, time and at the location indicated on cover page for receipt. Submittal of Response by fax is not acceptable. an original and FIVE (5) copies of your proposal are to be delivered to: 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301. It is the sole responsibility of the consultant to ensure the proposals are received on or before the date and time stated, and in the format stated. Proposals received after this deadline will not be considered.

### **SECTION I - RFQ SCHEDULE**

|  |               |
|--|---------------|
| Release RFQ  | 12/23/09      |
| Last day for questions   | 1 / 13 / 2010 |
| PROPOSAL DUE (Prior to 2:00 PM)  | 1 / 19 / 2010 |
| Evaluation Committee Review and Short Listing of Proposals (Estimated)                       | 1 / 28 / 2010 |
| Oral Interviews with Finalists and Selection of First Ranked Consultant (Estimated)          | 2 / 04 / 2010 |
| City Commission for approval to negotiate with 1 <sup>st</sup> ranked consultant (estimated) | 3 / 02 / 2010 |

Upon approval from Commission to negotiate, negotiations will begin with first ranked consultant. Should the City be unable to negotiate a satisfactory contract with the first ranked consultant, at a price the City determines to be fair, competitive and reasonable, the negotiations with that firm will be formally terminated. The City shall then undertake negotiations with the second ranked firm. If those negotiations fail, the City will undertake negotiations with the third ranked firm. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

## **SECTION II -INTRODUCTION TO REQUEST FOR QUALIFICATIONS**

- 01.** The City of Fort Lauderdale, FL ("City"), through its Department of Procurement Services invites proposals that offer to provide Construction Management Consulting Services for Construction of Municipal Fire Stations to be constructed within the City of Fort Lauderdale. These services are described in greater detail in Section III: "*Scope of Services.*"
- 02. TRANSACTION FEES:**  
THE CITY OF FORT LAUDERDALE WILL USEBIDSYNC.COM TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS. EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE BIDSYNC TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.
- 03. INFORMATION OR CLARIFICATION**  
For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by BIDSYNC.COM. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BIDSYNC.COM Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.
- 04. ELIGIBILITY**  
04.1 To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFQ.  
04.2 Proposer must include as a part of the RFQ submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFQ.
- 05. INTERPRETATION OF BIDDING DOCUMENTS:**  
Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFQ documents.
- 08. CONFLICT OF INTEREST**  
All possible Company / City Employee conflict of interest must be disclosed.
- 09. LOBBYIST ORDINANCE**  
**ALL CONSULTANTS PLEASE NOTE:** Any consultant submitting a response to this solicitation is responsible for being aware of, and complying with City of Fort Lauderdale Ordinance No. 00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7<sup>th</sup> floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, FL, or the ordinance may be viewed on the City's website at: <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>. Questions concerning whether you may or may not need to comply with said ordinance, please contact the City of Fort Lauderdale City Clerk's Office at 954-828-5002.

**SECTION III - SPECIAL CONDITIONS****01. GENERAL CONDITIONS**

RFQ General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFQ as Exhibit "A".

**02. VARIANCES**

While the City allows Contractors to take variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

**03. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**04. RFQ DOCUMENTS**

The Contractor shall examine this RFQ carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

**05. PROPOSERS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFQ.

**06. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**07. FAMILIARITY WITH LAWS**

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

**08. CONFLICT OF INTEREST**

In connection with the performance of services, CONSULTANT will at all times make every effort to avoid any conflict of interest in representing the CITY. CONSULTANT will attempt to avoid representing any other client whose interest might directly conflict with those of the CITY. If CONSULTANT feels that a conflict of interest should arise at any time in their representation of the CITY, the CONSULTANT agrees to immediately notify the CITY of such a conflict.

**09. CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**10. PUBLIC ENTITY CRIMES**

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 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 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

**11. AVAILABILITY OF FUNDS**

The obligations of the City under this award are subject to the availability of fund lawfully appropriate and budgeted for this project.

**12. AWARD**

The proposal will be awarded in whole, or item by item, whichever is in the best interest of the City of Fort Lauderdale.

A Contract (the "Contract" or Agreement") will be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, contract(s) with the Consultant(s) that is determined to be in the City's best interests. Such contracts will be furnished by the City and contain certain terms as are in the City's best interests.

The City of Fort Lauderdale will be the sole judge in determining if the services proposed and delivery time meets our requirements. The City reserves the right to award to that proposer which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

**13. RELATED EXPENSES/TRAVEL EXPENSES**

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

**14. TAXES AND PERMITS:**

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The proposer shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

**15. REIMBURSABLES**

Direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project, for any additional work outside of the original scope of services requested or approved by the City, will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project. CONSULTANT shall be compensated for reimbursables associated with a particular Task Order for additional services only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the reimbursables related to a particular Task Order previously billed, exceeds the reimbursable

amount allocated for such Task Order for additional services shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator.

**16. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**17. MODIFICATION OF SERVICES (Deletions / Additions )**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors.

**18. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

**19. SUBCONTRACTING**

It is the intent of this contract to require the primary contractor to provide all services required.

In the event subcontracting is considered, each subcontractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City.

**20. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**21. INSURANCE**

CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY and the City Commission by naming CITY and the City Commission as additional insureds under the Comprehensive Liability and Automobile liability Insurance policy hereinafter described. In addition, CONSULTANT must provide employer's liability coverage with a limit of no less than One Million Dollars (\$1,000,000.00) for each accident or claim:

A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.

B. Sub-consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and City's Risk Manager on a Task Order by Task Order basis.

C. The CONSULTANT shall provide the Risk Manager of the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Procurement Services Department, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

#### COMMERCIAL GENERAL LIABILITY

|                               |             |
|-------------------------------|-------------|
| A. Limits of Liability        |             |
| Bodily Injury and Property    |             |
| Combined Single Limit         |             |
| Each Occurrence               | \$1,000,000 |
| General Aggregate Limit       | \$2,000,000 |
| Personal Injury               | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |

B. Endorsements Required  
 City of Fort Lauderdale included as an Additional Insured  
 Employees included as insured  
 Contractual Liability  
 Waiver of Subrogation  
 Premises/ Operations

#### AUTOMOBILE BUSINESS

A. Limits of Liability  
 Bodily Injury and Property Damage Liability  
 Combined Single Limit

Any Auto  
Including Hired, Borrowed or Non-Owned Autos  
Any One Accident \$1,000,000

B. Endorsements Required  
City of Fort Lauderdale included as an Additional Insured  
Employees included as insured  
Waiver of Subrogation

#### WORKERS' COMPENSATION

Limits of Liability - Statutory-State of Florida

#### PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

|                               |             |
|-------------------------------|-------------|
| Combined Single Limit         |             |
| Each Occurrence               | \$1,000,000 |
| General Aggregate Limit       | \$1,000,000 |
| Deductible- not to exceed 10% |             |

The City is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

- A) Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.
- B) The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

**22. INDEMNITY/HOLD HARMLESS AGREEMENT**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

**23. CONTRACT PERIOD:**

The initial contract term shall commence upon final execution of the contract by the City and shall be for a TWO (2) year period. The City reserves the right to extend the contract for up to three additional one (1) year terms providing performance is satisfactory, all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**24. ANTI-COLLUSION STATEMENT**

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

### **SECTION III - SCOPE OF SERVICES**

The City of Fort Lauderdale is interested in entering into a continuing contract for professional services with a Construction Management firm to provide **Construction Management Consulting** services under the direction of the City's Construction Management Division during the construction of up to five (5) Municipal Fire Stations within the City of Fort Lauderdale. Work to be accomplished under this contract will include, but not be limited to, managing the construction of one and/or two-story Municipal Fire Stations, of between 10,000 and 12,000 square feet (see attached spreadsheet). The selected firm will be responsible for working in cooperation with the City Construction Manager, City Architect, City Officials, and the City's consulting Architects and Engineers, to inspect and administer the construction of one (1) to five (5) Municipal Fire Stations. The construction management services will also include management and scheduling of these projects, as well as inspection and special inspection services as needed. The firm will advise the City on the most effective way to implement the overall program in terms of time and cost control, value engineering, inspection, quality control program and safety.

The selected firm, in coordination with City staff, will be responsible for constructability review, bidding and establishment of construction schedules. The selected firm will prepare monthly cash draw projections, monitor monthly construction-related expenditures and provide coordination between active construction projects in the same or adjacent areas. The selected firm will assist with the overall coordination of the City's projects with the Florida Department of Transportation (FDOT), Broward County, Florida Power and Light, AT&T, Comcast, The City's Public Works, Construction Services and Information Technology Services Departments.

Duties may include, but not necessarily be limited to:

#### **Consultant Construction Manager's Requirements, Responsibilities & Services**

- The Consultant Construction Manager will act as the Owners representative and agent relative to the entire Project.
- The Consultant Construction Manager's services will consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in this Exhibit.
- The Consultant Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.
- The Consultant Construction Manager will be required to possess credentials from the State of Florida, certifying that both the firm and the individual are currently in good standing as a licensed Architect or Engineer. Additionally, the Consultant Construction Manager will be required to demonstrate that the firm and the individual have successfully completed services similar to those specified in this Exhibit.
- There will be five (5) Municipal Fire Station, projects that will be eligible for Consultant Construction Management services within the scope of this Exhibit, when deemed necessary by the Manager of the City's Construction Management Division, due to the shortage of City Staff to adequately manage said construction work.

#### **Pre-Construction Phase**

- The Consultant Construction Manager may be required to provide supplementary design and/or drafting services if so requested by the owner. When requested by the owner, this supplementary design and/or drafting service will be in support of the original project.

- The Consultant Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.
- The Consultant Construction Manager shall provide a preliminary evaluation of the Owner's program, including the Project scope and design, as well as the schedule and construction budget requirements, each in terms of the other.
- The Consultant Construction Manager shall expeditiously review construction documents and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Consultant Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- The Consultant Construction Manager shall prepare and periodically update a Project Schedule for the Owner's acceptance. In the Project Schedule, the Consultant Construction Manager shall coordinate and integrate the Consultant Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.
- The Consultant Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.
- The Consultant Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules
- The Consultant Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for use of the Contractor. The Consultant Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.
- The Consultant Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs with the Contractor.
- The Consultant Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractor and awarding Contracts. If multiple Contracts are to be awarded, the Consultant Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractor is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
- The Consultant Construction Manager shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner.
- The Consultant Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

- The Consultant Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Consultant Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- The Consultant Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.
- The Consultant Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Consultant Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Consultant Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

### **Construction Phase - Administration of the Construction Contract**

- The Consultant Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Consultant Construction Manager's obligation to provide Basic Services under this Agreement, will end 60 days after final payment to Contractor is due.
- The Consultant Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below.
- The Consultant Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor and with those of the Consultant Construction Manager, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.
- The Consultant Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Consultant Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractor.
- Utilizing the Construction Schedules provided by the Contractor, the Consultant Construction Manager shall update the Project construction schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Consultant Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Consultant Construction Manager shall recommend corrective action to the Owner and Architect.
- Consistent with the various bidding documents, and utilizing information from the Contractors, the Consultant Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractor is performing Work.
- The Consultant Construction Manager shall endeavor to obtain satisfactory performance from the Contractor. The Consultant Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

- The Consultant Construction Manager shall monitor the approved estimate of Construction Cost. The Consultant Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.
- The Consultant Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.
- The Consultant Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.
- The Consultant Construction Manager shall develop and implement procedures for the review and processing of applications by Contractor for progress and final payments.
- The Consultant Construction Manager shall prepare a Project Application for Payment based on the Contractor Certificates for Payment.
- Based on the Consultant Construction Manager's observations and evaluations of Contractor Application for Payment, the Consultant Construction Manager shall review and certify the amounts due the Contractor.
- The Consultant Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Consultant Construction Manager's determinations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the Consultant Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- The Consultant Construction Manager will monitor the development of "As-Built" documents and confirm that updates are made prior to recommending approval for Contractor's Application for Payment.
- The issuance of a Certificate for Payment shall not be a representation that the Consultant Construction Manager has made continuous on-site inspections to check the quality or quantity of the Work, and reviewed construction means, methods, techniques for the Contractor's own Work, or procedures.
- The Consultant Construction Manager shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Consultant Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Consultant Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.
- With respect to the Contractor's own Work, the Consultant Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant Construction Manager shall not have control over or

charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Consultant Construction Manager.

- The Consultant Construction Manager shall in a timely manner transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.
- The Consultant Construction Manager shall review request for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.
- The Consultant Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.
- The Consultant Construction Manager will maintain and distribute all project related documentation including RFI Logs, Action Items, Shop Drawings and Logs, Change Order Logs, and overall Project files, including hard copies of all relative correspondence.
- The Consultant Construction Manager shall receive certificates of insurance from the Contractor and forward them to the Owner with a copy to the Architect.
- In collaboration with the Architect and the Owner, the Consultant Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Consultant Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractor. The Consultant Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Consultant Construction Manager. The Consultant Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.
- The Consultant Construction Manager shall record the progress of the Project. The Consultant Construction Manager shall submit written progress reports to the Owner and Architect including information on Contractor's Work, as well as the entire Project, showing percentages of completion. The Consultant Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.
- The Consultant Construction Manager will monitor and ensure that the Contractor obtains all required governmental and regulatory inspections and approvals.
- The Consultant Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Consultant Construction Manager shall maintain records in duplicate, of principal building layouts lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Consultant Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.
- The Consultant Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

- The Consultant Construction Manager will coordinate, along with the Contractor, the installation of all Owner-purchased materials, systems, and equipment that are part of the project.
- With the Architect and the Owner's maintenance personnel, the Consultant Construction Manager shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment.
- When the Consultant Construction Manager considers Contractor's Work or a designated portion thereof substantially complete, the Consultant Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Consultant Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.
- The Consultant Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Consultant Construction Manager shall evaluate the completion of the Work of the Contractor and make recommendations to the Architect when Work is ready for final inspection. The Consultant Construction Manager shall assist the Architect in conducting final inspections.
- The Consultant Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Consultant Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.
- Duties, responsibilities and limitations of authority of the Consultant Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, City Construction Manager, Architect and Contractors. Consent shall not be unreasonably withheld.

### **Post Construction phase**

- The Consultant Construction Manager will secure and transmit all Project related files to the owner.
- The Consultant Construction Manager, if requested, will assist the Owner with FF&E and other utility installation and move-in coordination.
- The Consultant Construction Manager, will assist the Owner with the submittal of any warranty claims.
- Upon completion of the Project, the Consultant Construction Manager will issue a report identifying any issues, which may need to be corrected on future projects.

-- END OF SECTION --

| 2009/2010/2011 PROPOSED FIRE STATION CONSTRUCTION |   |  |  |  |                                |
|---|---|--|--|--|--------------------------------|
| ITEM  | FIRE STATION 35                             | FIRE STATION 46                                  | FIRE STATION 13                                      | FIRE STATION 54                                  | FIRE STATION 08                |
| Address   | 1971 East Commercial<br>Fort Lauderdale, FL | 1515 NE 19th Street<br>Fort Lauderdale, FL 33308 | 2871 East Sunrise Blvd.<br>Fort Lauderdale, FL 33304 | 3200 NE 32nd Street<br>Fort Lauderdale, FL 33308 | TBD<br>Fort Lauderdale, FL     |
| Facility Use                                      | Full Service Fire Station                   | Full Service Fire Station                        | Full Service Fire Station                            | Full Service Fire Station                        | Full Service Fire Station      |
| Projected Bid Date                                | November 25, 2009                           | February, 2010                                   | 2010   | 2010/2011  | 2010/2011                      |
| Projected Const.                                  | February, 2010                              | May, 2010  | 2010   | 2010/2011  | 2010/2011                      |
| Project Completion                                | February, 2011                              | May, 2011  | 2011   | 2010/2011  | 2010/2011                      |
| Type  | 2-Story                                     | 1-Story  | 2-Story  | 2-Story  | 2-Story                        |
|   | 3- Apparatus Bays                           | 3-Apparatus Bays                                 | 3-Apparatus Bays                                     | 2-Apparatus Bays                                 | 2-Apparatus Bays               |
|   | 11-Bunk Rooms                               | 10-Bunk Rooms                                    | 12-Bunk Rooms  | 7-Bunk Rooms                                     | 7-Bunk Rooms                   |
|   | Full Kitchen/Dining Room                    | Full Kitchen/Dining Room                         | Full Kitchen/Dining Room                             | Full Kitchen/Dining Room                         | Full Kitchen/Dining Room       |
|   | Day Room                                    | Day Room   | Day Room   | Day Room   | Day Room                       |
|   | Offices                                     | Offices  | Offices  | Offices  | Offices                        |
|   | Laundry                                     | Laundry  | Laundry  | Laundry  | Laundry                        |
|   | Gymnasium                                   | Gymnasium  | Gymnasium  | Gymnasium  | Gymnasium                      |
|   | Community Meeting Room                      | Community Meeting Room                           | Community Meeting Room                               | Community Meeting Room                           | Community Meeting Room         |
| Square Footage                                    | 12,689 SF                                   | 10,487 SF  | 12,000 SF  | 10,000 SF  | 10,000 SF                      |
| Construction                                      | Concrete Masonry & Stucco                   | Concrete Masonry & Stucco                        | Concrete Masonry & Stucco                            | Concrete Masonry & Stucco                        | Concrete Masonry & Stucco      |
|   | Concrete Slabs                              | Concrete Slabs                                   | Concrete Slabs                                       | Concrete Slabs                                   | Concrete Slabs                 |
|   | 4-Ply Built-up Roof                         | 4-Ply Built-up Roof                              | 4-Ply Built-up Roof                                  | 4-Ply Built-up Roof                              | 4-Ply Built-up Roof            |
|   | Zoned HVAC Systems                          | Zoned HVAC Systems                               | Zoned HVAC Systems                                   | Zoned HVAC Systems                               | Zoned HVAC Systems             |
|   | Full Interior & Finish Package              | Full Interior & Finish Package                   | Full Interior & Finish Package                       | Full Interior & Finish Package                   | Full Interior & Finish Package |
|   | Millwork                                    | Millwork   | Millwork   | Millwork   | Millwork                       |
|   | Full Electrical Service                     | Full Electrical Service                          | Full Electrical Service                              | Full Electrical Service                          | Full Electrical Service        |
|   | Full Sprinkler System                       | Full Sprinkler System                            | Full Sprinkler System                                | Full Sprinkler System                            | Full Sprinkler System          |
|   | Parking Lots                                | Parking Lots                                     | Parking Lots   | Parking Lots                                     | Parking Lots                   |
|   | Full Landscaping Package                    | Full Landscaping Package                         | Full Landscaping Package                             | Full Landscaping Package                         | Full Landscaping Package       |
|   | Elevator                                    | No Elevator                                      | Elevator   | Elevator   | Elevator                       |

NOTE: ESTIMATED CONSTRUCTION COST FOR STATIONS: \$3 MILLION/EACH. CM Responsibility - Total Oversight of Above Disciplines and Construction Activities, per Scope of Services section of RFQ #206-10371

Dec 23, 2009 8:13:49 AM

City of Fort Lauderdale

## **SECTION IV - SUBMITTAL REQUIREMENTS**

### **INSTRUCTIONS FOR SUBMITTING A RESPONSE**

The following information and documents are requested to be provided with Consultants response to this RFQ. Failure to submit complete responses may affect your overall score or may deem your proposal non-responsive.

#### **3.1 Submission Requirements**

Proposals shall be submitted and received on or before 2:00 P.M., EDT, on date indicated in schedule. An original and FIVE (5) copies of your proposal are to be delivered to: 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301. It is the sole responsibility of the consultant to ensure the proposals are received on or before the date and time stated, and in the format stated. Proposals submitted after this deadline will not be considered.

#### **A. CONTENTS OF QUALIFICATION STATEMENT / SUBMITTALS:**

The selected consultant should demonstrate a proven track record of **Construction Management Consultant** services for similar projects, and should demonstrate a thorough understanding of building practices, building ordinances and modern methods for building construction, alteration and repair. Consultants should demonstrate where they have successfully achieved rapid implementation of similar type projects and have a history of delivering projects on time and under budget.

Submittals should be indexed and submitted in the order listed. Submittals that do not contain such documentation may receive unfavorable scores or may be deemed non-responsive.

**1. Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

**2. Proposal Letter / Letter of Interest**

Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project.

**3. Qualifications of the Firm**

Respondents should submit a **Standard Form 254\*** and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Firm shall be established as a legal entity in the State of Florida; Document if your firm is a Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc; Relative size of the firm, including management, technical and support staff; Licenses and any other pertinent information should be submitted.

**4. Qualifications of the Project Team**

Respondents should submit the **Standard Form 255\*** for each project. List the members of the project team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information should be included for each team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements.

**4i. Project Manager's Experience**

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Individuals should have

a minimum of five (5) years' experience in required discipline, and have served as project manager/construction manager on similar projects on a minimum of three previous occasions.

**\*NOTE: A STANDARD FORM 330 MAY BE SUBMITTED IN LIEU OF THE STANDARD FORMS 254 AND 255**

**5. Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

**6. References**

A minimum of three references are required. Should be of projects with similar scope as indicated. Information should include:

- \* Client Name, address, contact person phone number and e-mail (e-mail will be the primary means to contact them).
- \* Description of work.
- \* Year the project was completed.

**7. Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, include your certification.

If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts for this project in meeting M/WBE procurement goals under Florida Statutes s287.09451

**8. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

**9. Joint Ventures**

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

**10. Sub-Consultants**

Consultant must clearly reflect in its Proposal any Sub-Consultants proposed to be utilized along with a summary of their background and qualifications. The City retains the right to accept or reject any Sub-Consultants proposed.

**SECTION V - EVALUATION/SELECTION PROCESS**

A Selection and Evaluation Committee consisting of design professionals / City staff will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ. The consultant shall furnish the City such additional information as the City may reasonably require.

The committee will score and rank all responsive proposals and determine a minimum of three (3) firms deemed to be the most highly qualified to perform the required service, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The selected firms will be required to provide brief public presentations to the Committee for final recommendation ranking. The City will not be liable for any costs incurred by the consultant in connection with such presentation.

The Evaluation Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Evaluation Committee deems to be in the best interest of the City. The City Commission of the City of Fort Lauderdale, FL, shall be requested to authorize staff to negotiate a contract with the top ranked consultant(s). Additional negotiations may occur in accordance with Florida Statutes.

**EVALUATION CRITERIA**

Responses shall be evaluated based upon the following criteria and weight:

| <b><u>CRITERIA</u></b>  | <b><u>PERCENTAGE</u></b> |
|---|--------------------------|
| <b>Qualifications of firm:</b> To include years of experience, licenses, Insurance, previous M/WBE participation efforts, other pertinent information | <b>20</b>                |
| <b>Qualification of Project Team:</b> To include personnel used for the project, project manager, Sub Consultants, Joint ventures.                    | <b>20</b>                |
| <b>Approach to Scope of Work</b>  | <b>20</b>                |
| <b>Previous Similar Projects; References</b>  | <b>40</b>                |
| <b>TOTAL</b>  | <b>100 %</b>             |

- End -

## Question and Answers for Bid #206-10371 - Construction Management Consulting Services for Municipal Fire Stations

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.