



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



December 11, 2023

ADDENDUM 5

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-04 SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK SERVICES

DUE DATE EXTENSION: DECEMBER 20, 2023, NO LATER THAN 2PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

****ALL SUBMITTALS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 337A****

Proposers are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following is issued to revise, modify, and/or clarify the proposal and contract documents (the deletions are as **strikethroughs** and additions as **underlined**). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM 1. Please have each your references complete the attached reference form to submit with your proposal. If you have submitted your proposal, please e-mail me the reference forms and update the Addendum acknowledgement.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Alla Skipper

Alla V. Skipper for Geoff Thomas
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@cnorthportfl.gov

Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.
End of Addendum No. 5



REFERENCE VERIFICATION

TO:	FROM:
COMPANY:	DATE:
PHONE #:	TOTAL # PAGES:
FAX #:	
EMAIL:	
SUBJECT: You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you by _____:	
 INTENT OF PROJECT: It is the intent of the City of North Port to request proposals from experienced and qualified firms for RFP 2024-04 Construction Manager at Risk (CMAR) for Solid Waste Transfer Station Design.	
PLEASE BE ADVISED YOU MAY RECEIVE MORE THAN ONE REQUEST FOR THIS PROJECT. DISREGARD MULTIPLE REQUESTS AND ONLY RETURN ONE COMPLETED FORM via fax or e-mail provided above, NO LATER THAN 5:00 PM, _____.	
	(CHECK) "YES" OR "NO"
1. Was the scope of work performed similar in nature?	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
2. Did this company have the proper resources and personnel by which to get the job done? If no, please describe: _____ _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
3. Were any problems encountered with the company's work performance? If yes, please describe: _____ _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
4. How long did the company/individual work for you?	Years: _____ Months: _____
5. On a scale of 1 to 10, 10 being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	_____
6. If the opportunity were to present itself, would you rehire this company? If no, please state why: _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
7. Contract price	\$ _____
8. Contract price at completion of the project (if applicable)	\$ _____
9. Please provide any additional comments pertinent to this company and the work performed for you:	

Reference Print Name: _____

_____ Reference Signature



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December 7, 2023

ADDENDUM 4

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-04 SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK SERVICES

DUE DATE EXTENSION: DECEMBER 20, 2023, NO LATER THAN 2PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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ITEM 1. SOLICITATION TIMELINE REVISED (SEE HIGHLIGHTED CHANGES BELOW):

EVENT SCHEDULE

DATE/TIME (EST)

- | | |
|--|--|
| 1. Issuance of Proposal | November 6, 2023 |
| 2. Deadline to Submit Questions/Inquiries | November 28, 2023, 2:00 PM |
| 3. <u>Submittal Due Date</u> | <u>DECEMBER 20, 2023, 2PM</u> |
| 4. <u>Telephone Discussions</u>
(Closed to Public)
<i>Meeting will be held via Microsoft Teams Further Instructions will be provided.</i> | <u>JANUARY 22, 2024, AT 9AM</u> |
| 5. <u>Evaluation and Ranking Committee Meeting</u>
(Open to Public)
<i>City Hall, Room 244</i> | <u>JANUARY 22, 2024, AT 1PM</u> |
| 6. Negotiations Team Meeting or Presentations if required.
(Closed to Public) | TBD |
| 7. CONTRACT TO COMMISSION | TBD |

ITEM 2. REVISED PUBLIC NOTICE ATTACHED

ITEM 3. REVISED ATTACHMENT 1 FORM ATTACHED. If your firm has submitted a response, please complete attachment 1 Proposal Submittal Signature Form and e-mail it to purchasing@northportfl.gov.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Alla Skipper

Alla V. Skipper for Geoff Thomas
Contract Administrator I
Finance Department/Purchasing Division
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E-mail: gthomas@cnorthportfl.gov

Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.4

ADDENDUM #4 – REVISED

PUBLIC NOTICE/ADVERTISEMENT

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida for:

RFP NO. 2024-04

SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK

It is the intent of the City of North Port to request proposals from experienced and qualified professionals to provide Construction Manager (CM) at Risk services to assist in the design of and to construct a solid waste transfer station. Services will include pre-construction, and construction services.

SUBMITTAL DUE DATE: DECEMBER 20, 2023, NO LATER THAN 2 PM

Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. *Proposals received after this date and time will not be opened.*

EVALUATION AND RANKING MEETING: JANUARY 22, 2024, AT 1 PM.

This public meeting will be held at City Hall, 4970 City Hall Boulevard, 2nd Floor, Conference Room 244, North Port, FL 34286.

Information regarding this project may be viewed and downloaded from DemandStar website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://www.northportfl.gov/files> **(select the Purchasing Folder and scroll to Project RFP 2024-04)**. However, addendums will only be posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Geoff Thomas Contract Administrator I at 941.429.7102. Requests for additional information or clarification must be submitted in writing to purchasing@northportfl.gov. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **November 28, 2023, at 2:00 P.M.**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH:

www.northportfl.gov

www.demandstar.com

ADDENDUM 4: REVISED

ATTACHMENT 1 - PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 11/22/23 Addendum No. 4 Dated 12/7/23
Addendum No. 2 Dated 11/30/23 Addendum No. _____ Dated _____
Addendum No. 3 Dated 12/06/23 Addendum No. _____ Dated _____

Company Name _____

Telephone # _____ **E-Mail** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____

Address of Office Servicing City of North Port, if different than above: ___SAME AS ABOVE
Office Address

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____

Name & Title of Firm Representative _____

Signature _____ **Date** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



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December 6, 2023

ADDENDUM 3

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-04 SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK SERVICES

DUE DATE EXTENSION: **DECEMBER 6, 20, 2023, NO LATER THAN 2:00 PM**, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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DUE DATE EXTENSION: DECEMBER 6, 20, 2023, NO LATER THAN 2:00 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

EVALUATION AND RANKING MEETING RESCHEDULED:
DECEMBER 18, 2023, AT 1 PM. JANUARY 15, 2024, AT 1:PM

This public meeting will be held at City Hall, 4970 City Hall Boulevard, 2nd Floor, Conference Room 244, North Port, FL 34286.

CLARIFICATIONS: Addendum 2 contains scrivener’s errors by referencing Addendum 1 and not Addendum 2.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Alla Skipper

Alla V. Skipper for Geoff Thomas
 Contract Administrator I
 Finance Department/Purchasing Division
 4970 City Hall Blvd.
 North Port, Florida 34286
 Tel: 941.429.7102
 Fax: 941.429.7173

E-mail: gthomas@cnorthportfl.gov

Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3



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NOVEMBER 22, 2023

ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-04 SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK SERVICES

SUBMITTAL DUE DATE: *DECEMBER 6, 2023, NO LATER THAN 2:00 PM*, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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CLARIFICATIONS: The 330 Form is not a requirement for the submittal.

On page 31 the 330 form has been deleted by a ~~striketrough~~.

2. NUMBER OF PAGES: The proposal shall not exceed (20) pages (one-sided) in length. *(The Title Page, City Required Forms, ~~330-Form~~, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES.)*

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

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**Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1**



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NOVEMBER 22, 2023

ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-04 SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK SERVICES

SUBMITTAL DUE DATE: *DECEMBER 6, 2023, NO LATER THAN 2 PM*, 4970 CITY HALL BOULEVARD, ROOM 337,
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CLARIFICATIONS: Please see evaluation date for RFP 2024-04 Solid Waste Transfer Station Construction Manager at Risk Services. EVALUATION AND RANKING MEETING: *DECEMBER 18, 2023, AT 1 PM*. This public meeting will be held at City Hall, 4970 City Hall Boulevard, 2nd Floor, Conference Room 244, North Port, FL 34286.

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PUBLIC NOTICE/ADVERTISEMENT

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RFP NO. 2024-04

SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK

It is the intent of the City of North Port to request proposals from experienced and qualified professionals to provide Construction Manager (CM) at Risk services to assist in the design of and to construct a solid waste transfer station. Services will include pre-construction, and construction services.

SUBMITTAL DUE DATE: **December 6, 2023, NO LATER THAN 2:00 PM**

The City strongly encourages the use of Delivery Services and/or couriers such as FedEx or UPS to deliver your sealed solicitations to: Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. *Proposals received after this date and time will not be opened.*

EVALUATION AND RANKING MEETING: **DECEMBER 18, 2023, AT 1 PM.**

This public meeting will be held at City Hall, 4970 City Hall Boulevard, 2nd Floor, Conference Room 244, North Port, FL 34286.

This public meeting will be held in room 244 in City Hall.

Information regarding this project may be viewed and downloaded from DemandStar website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://www.northportfl.gov/filesshare> **(select the Purchasing Folder and scroll to Project RFP 2024-04.** However, addendums will only be posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Geoff Thomas Contract Administrator I at 941.429.7102. Requests for additional information or clarification must be submitted in writing to purchasing@northportfl.gov. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **November 28, 2023, at 2:00 P.M.**

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PUBLISH:

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City of North Port



**SOLID WASTE TRANSFER STATION
CONSTRUCTION MANAGER AT RISK SERVICES**

Request for Proposal No. 2024-04

PUBLIC NOTICE/ADVERTISEMENT

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida for:

RFP NO. 2024-04

SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK

It is the intent of the City of North Port to request proposals from experienced and qualified professionals to provide Construction Manager (CM) at Risk services to assist in the design of and to construct a solid waste transfer station. Services will include pre-construction, and construction services.

SUBMITTAL DUE DATE: **December 6, 2023, NO LATER THAN 2:00 PM**

The City strongly encourages the use of Delivery Services and/or couriers such as FedEx or UPS to deliver your sealed solicitations to: Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. *Proposals received after this date and time will not be opened.*

EVALUATION AND RANKING MEETING: **TBD.**

This public meeting will be held in room 244 in City Hall.

Information regarding this project may be viewed and downloaded from DemandStar website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://www.northportfl.gov/files> *(select the Purchasing Folder and scroll to Project RFP 2024-04.* However, addendums will only be posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Geoff Thomas Contract Administrator I at 941.429.7102. Requests for additional information or clarification must be submitted in writing to purchasing@northportfl.gov. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **November 28, 2023, at 2:00 P.M.**

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STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the address below immediately.

We the undersigned have declined to submit a proposal on the requested service for: **2024-04: SOLID WASTE TRANSFER STATION CONSTRUCTION MANAGER AT RISK** for the following reason(s):

- Insufficient time to respond to the solicitation.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications or Scope of Service are unclear (explain below).
- OTHER (please specify below).

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be faxed to 941.429.7173 or e-mailed to purchasing@northportfl.gov

PART I – GENERAL INSTRUCTIONS

1. PURPOSE

RFP Intent:

The City of North Port (City) seeks to retain an experienced and qualified professional firm to provide Construction Manager (CM) at Risk services for assistance in the design of and construction of a solid waste transfer station to be utilized by the Public Works Department. Services will include Phase I: Pre-construction and Phase II: Construction.

The proposed project, in accordance with the design program, may include but is not limited to construction of a new building, with administrative offices, a storage room, entry and exit drives, parking spaces and pavement, future wash down facility, surface water management facilities and all associated infrastructure. The City is considering multiple methods for the design and technology to include compactor and conveyor/automation systems for the transfer of material, generator power for building facilities, alternate power supply for a self-sustaining facility, and a separate drop-off area for yard waste collection and residential bulk materials that may include a separate residential entrance and exit. However, the City seeks the experience of the selected CM in helping to define potential options (and cost feasibilities) that will best meet the City's overall goals and objectives. The project is anticipated to be located on City property which is currently in the final phases of acquisition and appropriation.

The selected CM, working with the City's design firm, may be called upon to assist with City Commission presentations of potential design and construction options.

Background:

The Solid Waste collection program for the City is managed by the Public Works Department. The Solid Waste Division services approximately 38,500 residences (single family, duplexes, and triplexes). Commercial waste is collected from approximately 660 commercial customers (container, cart, and roll off services). Currently the City delivers municipal solid waste (MSW) to the Central County Solid Waste Disposal Complex (CCSWCD) managed by Sarasota County and recyclables are delivered to a City owned and operated transfer station for consolidation and hauling to the Single Stream Recyclers (SSR) Material Recovery Facility (MRF) in Sarasota, Florida. To improve efficiency, reduce long-term costs, and address projected MSW tonnages, the City seeks to construct and operate a MSW transfer station.

Basic design parameters:

- Current MSW tonnage = approximately 220 tons per day (TPD) or 60,000 tons per year
- City seeks 20-year design capacity

2. CONTRACT BUDGET/AWARD/TERM

The City anticipates entering into one (1) contract with the CM firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this Request For Proposal (RFP) does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a contract.

The City anticipates the term for Phase I: Design and Pre-construction Services to be completed within one (1) year of contract award. Upon successful completion of Phase I, the City at their sole option may consider entering into a contract amendment with selected CM for Phase II.

The City has appropriated a budget of \$350,000 for Phase I Design and Preconstruction services.

3. PROPOSAL RESPONSE COSTS

The City shall not be liable for any expense incurred in connection with the preparation of a response to this RFP. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

4. DEFINITIONS

AGREEMENT: The term "Agreement" shall refer to the Agreement that may result from this Request for Proposal.

CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

CONSULTANT/ENGINEER: The term "CONSULTANT" OR "ENGINEER" shall refer after award, said Proposer/Firm will be referred to as the consultant/engineer.

DUE DATE AND TIME: The term "Due Date and Time" shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term "Proposal", "Reply" and "Submittal" The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER: The terms "Proposer" or "the Firm" or "the Broker of Record" shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms "Request for Proposal", "RFP", or "Solicitation" shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term "Specifications" shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONSULTANT/SUBCONTRACTOR: The term "Subcontractor" and "Sub-consultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

After award of contract, changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principle, etc.) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the contract. The City will reimburse the awarded Proposer for the work completed up to the time of termination.

TIME OF COMPLETION: Time in which the entire work shall be completed.

WORK: The terms "Work", "Scope of Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this solicitation.

5. INQUIRIES

The City will not respond to oral inquiries. Proposers may submit written inquiries via e-mail regarding this RFP to Purchasing@northportfl.com. The last day for questions is November 17, 2023, at 2:00 p.m.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the DemandStar website at www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

6. PRE-PROPOSAL MEETING

There is no pre-proposal meeting for this project.

7. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive SEALED proposals with the following information clearly marked on the outside packaging (FedEx, UPS, USPS, etc.): "RFP NO. 2024-04 SOLID WASTE TRANSFER STATION – CONSTRUCTION MANAGER AT RISK SERVICES" at the address below:

*City of North Port
Geoff Thomas, Contract Administrator I
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286*

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

8. PRESENTATIONS/DISCUSSIONS

The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Proposers in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.

9. PROPOSAL RESTRICTIONS

In order to control the cost of preparation, submittals will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.

EXAMINATION OF PROPOSAL DOCUMENTS/SITE: Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the

proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).

It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.

Examination of Sites: Prior to submitting a proposal, each proposer shall attend the mandatory pre-proposal & site meeting, if required, and examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications. (There is no pre-proposal meeting).

10. CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issued, the order of precedence shall be: the last addendum issued, Proposal Forms, Scope of Service, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the Proposer to identify such conflicts to the designated purchasing representative prior to the proposal response date.

11. DRUG FREE WORKPLACE

The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with a drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled "DRUG-FREE WORKPLACE AFFIDAVIT".

12. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Florida Statutes §287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

13. MINORITY, WOMEN, and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE)

M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.

14. REGULATIONS

Violation of any local, state, or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

15. CANCELLATION

The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

16. FISCAL NON-FUNDING CLAUSE

In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.

17. RESERVED RIGHTS

The City reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason or for no reason, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.

18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

19. PERFORMANCE EVALUATION

At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

20. PAYMENTS

The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative

Agent based on the percentage of the amount for those specific services. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

21. INSURANCE REQUIREMENTS

- A. PROVISIONS: Before performing any contract work, Consultant shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

Policy shall include Worker's Compensation coverage.

- Each accident \$1,000,000
- Each Employee \$1,000,000
- Policy limit for diseases \$1,000,000

Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. City of North Port is to be named additionally insured.

Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles. Proof of Commercial Auto Liability Insurance. 1,000,000 each accident for property damage and bodily injury with contractual liability coverage.

Professional Liability Insurance: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum of \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

General requirements: The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Consultant is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Consultant's responsibility to provide notice to the City.

- B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Consultant, or its agents may be responsible for.
- C. **POLICY FORM:** All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract.

The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Each insurance policy required by this Contract shall:

Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.

The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.

The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

22. INDEMNITY

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission.

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute §768.28.

23. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict-of-interest opinion from the City Manager or their designated representative prior to submittal of a response.

24. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

25. COLLECTION OF FEES, ASSESSMENTS AND TAXES

By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment, and taxes prior to submittal due date. City will conduct annual review for any fees, assessments, and taxes.

26. NON-DISCRIMINATION

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Pursuant to Subsection 287.134(2)(a), F.S., “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, 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 bids, 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 Contractor under a contract with any public entity; and may not transact business with any public entity.”

27. CONTACT PROHIBITION

All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

28. STATE REGISTRATION REQUIREMENTS

Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

29. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

30. AMENDMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.

31. DECLARATION OF EXEMPTION FROM PUBLIC RECORD

Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other proposal documents.

Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

32. PUBLIC RECORDS

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the City's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon

request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor’s possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Consultant shall meet all applicable requirements for retaining public records.
5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@northportfl.gov.
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

33. SUNSHINE LAW EXEMPTIONS

The exemption under F.S. §286.0113 provides that for all “competitive solicitations:”

- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
- Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,
- Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine Law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

34. REPLIES ARE SUBJECT TO PUBLIC INSPECTION

Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection

unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.

35. NON-EXCLUSIVITY

No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City of North Port contracts. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultants at any time for any project other than those selected.

36. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
 - 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

37. JOINT VENTURES

The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint

venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City contract is with one entity, and one check is issued.

38. SUB-CONSULTANTS

A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

39. PRIOR CITY WORK

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications, or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

40. USE OF INFORMATION FROM OTHER SOURCES

The City of North Port reserves the right to consider historic information and facts, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

41. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

42. DISQUALIFICATION

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

43. RESPONSES / PROPOSAL RECEIPT

Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

44. E- VERIFY

The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

45. FORCE MAJEURE

Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- d. A declared emergency of the federal, state, or local government; or
- e. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- g. The excuse of performance is no greater in scope or duration than required by the event of force majeure;
- h. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
- i. The non-performing party uses all reasonable diligence to remedy its inability to perform. Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICE

OVERVIEW: This scope of services is a general guide to the work the City expects to be performed by the awarded Proposer/Respondent (herein referred to as Contractor) and may not be a complete listing of all services that may be required or desired.

The City seeks to retain an experienced and qualified professional Contractor to provide Construction Manager (CM) at Risk services for the design-assistance and construction of a solid waste transfer station to be utilized by the City of North Port Public Works Department. Services will include Phase I: Design and Pre-construction and Phase II: Construction.

PROJECT DESCRIPTION: This project includes collaboration with the design team as they create the Design Development Documents for the construction of a new Solid Waste Transfer Facility anticipated to be owned and operated by the City. In accordance with the Design Development Documents established by the design professional, this may include but not be limited to a new building with administrative offices, a storage room, entry and exit drives, parking spaces and pavement, wash down facility, surface water management facilities and all associated infrastructure. The City is considering multiple methods for the design and technology to include compactor and conveyor/automation systems for the transfer of material, generator power for building facilities, alternate power supply for a self-sustaining facility, and a separate drop-off area for yard waste collection and residential bulk materials that may include a separate residential entrance and exit. However, the City seeks the experience of the selected Contractor in helping to define potential options that will best meet the City's overall goals and objectives. To best meet City's anticipated timeline, this project has been divided into two Phases:

- **Phase I Design and Pre-construction:** Requires selected Construction Manager to work in coordination with the design professional(s) and City staff to assist in the development of design objectives and technical specifications or Design Development Documents (site and floor plans/drawings, geotechnical specifications, maps, and other relevant documentation) needed for the construction of the facility. It is anticipated Design Development Documents, as developed by the design professional under contract to the City, will fix and describe the size and character of the entire project as to architectural, landscape architectural, civil engineering, structural, mechanical, environmental, interior designs, and electrical systems, and such other elements as may be appropriate. The selected Construction Manager may be called upon to assist the design professional with City Commission presentations of potential design and construction options.
- **Phase II Construction (City's Option):** Upon successful completion of Phase I, the City may elect to enter Phase II with the awarded Contractor. Phase II will provide for an award of a negotiated GMP for construction phase services of resulting plan specifications developed during Phase I.

PROJECT BUDGET: The City has appropriated \$400,000 for Phase I services. The Phase II budget has been identified in the City's Capital Improvement Plan (CIP) and will be updated and adopted based on resulting projected construction costs from Phase I design documents.

SCOPE OF SERVICES: It is anticipated that project work shall include the following tasks:

Note: Throughout all tasks, Consultant shall provide project administration and management activities such as staffing, subconsultant coordination, budget management, schedule management and coordination with City Project Manager and maintain the quality of work products defined within this scope as consistent with all applicable state and federal standards, as well as City Project Manager's expectations.

Task 1 – Pre-construction Support and Final Design

- CM will assist the City's selected design professional in ensuring Design Development Documents meet the City's overall objectives and goals.

- CM will develop a rough order of magnitude cost based on historical data based on the design firms 30% deliverable. A more detailed estimate at the design firms 60% deliverable, including cost by building division. The 90% design deliverable will be reviewed for constructability and comments delivered to the Owner. The 100% design deliverable will be used for bidding.
- CM will assist in the submittal of building permit applications and secure associate permits, as applicable.

Task 2 – Bidding Services & GMP

- CM will host a pre-bid meeting, and work with the A & E Contractor in response to technical related questions during bidding for incorporation into addenda, as well as assist in the evaluation of submittals.
- At the end of the bidding phase, CM and Owner-group will arrive at a negotiated GMP associated with the project.

Task 3– Services During Construction

During Phase II, the Construction Manager will be the single point of responsibility for performance of the construction contract for the project and shall function in the role of an independent General Contractor. That role shall include:

- Manage the resultant subcontracts / purchase orders after awarding bid packages for labor and materials, as applicable.
- Develop, update, and report progress on a Critical Path Method-based design schedule through 100% construction, including closed punch list items. Prepare the overall project schedule and provide periodic detailed updates.
- Establish and maintain quality control standards.
- Obtain the required building permits and complete required inspections closing all permits.
- Provide all building construction activities, including all building manufacturer coordination, site, civil, and utility work.
- Provide quality control and quality assurance testing for construction.
- Coordinate all construction activities with any work performed on-site.
- Guarantee the construction cost, within the limits of the GMP.
- Conduct periodic construction progress meetings with design firm and City representatives.
- Daily oversight of the construction site when work is being performed and circumstances may require determining the progress and quality of the construction project.
- Conduct field inspections and provide monthly field/progress reports including contingency authorization logs and progress photos.
- Ensure all permits are passed and the facility can obtain a Certificate of Occupancy.
- Provide one (1) copy of close-out documentation and one (1) copy in electronic format with subcontractor list with contact information, all submittals, operating manual, red-lined as-built drawings, Test and Balance Report, IT testing data, and any additional pertinent information. Maintain and finalize the City asset list and provide a copy of the permitted plans with marked changes.
- Complete asset management inventory documents provided by the City for uploading into program software.
- Coordinate and perform necessary warranty work for the period of one (1) year.

Note: A qualifications-based selection process will be used to determine award of the RFP. The City favors a Consultant with design and construction experience of municipal solid waste transfer facilities.

Minimum Qualifications: Qualified proposers shall have successfully completed a minimum of three similar projects, which resulted in the successful completion of construction, for municipal owned solid waste transfer facilities within the last seven (7) years. The City will favor firms performing services in the State of Florida, as well as firms experienced with managing the construction of public sector projects.

As further described in Part III, the Contractor shall present a comprehensive and integrated picture of the project team's capabilities, meeting all project objectives and completing a successful project. The proposal shall address, but not be limited to, the Contractor's experience, management plans, project organization, and budget and schedule performance, methodologies, strategies, and action plans rather than general description. Wherever possible, specific examples of past work shall be used to illustrate skills and capabilities in similar transfer station design/build projects.

END OF PART II

PART III – EVALUATION METHOD AND CRITERIA OF PROPOSALS

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification requests will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

AWARD CRITERIA: Award will be made according to State of Florida statute 287.055 also known as the Consultants Competitive Negotiation Act (CCNA). Firms are ranked according to the evaluation criteria which will include, but shall not be limited to, considerations listed under Part II- THROUGH IV. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City’s decision will be final. The City will initiate negotiations with the top-ranked firm. If negotiations with the top-ranked firm are not successful negotiations will begin with number two and then three if necessary.

EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

- Remarks:** The assigned value is judged on a scale of **0 through 5**
0=Information/documentation provided is not adequate for evaluation
1=Poor, Unacceptable, Needs major help to be acceptable
2=Marginal, Weak, Workable but needs clarifications
3=Good, No major weaknesses, Fully Acceptable as is
4=Excellent, Very good, Solid in all respects
5=Outstanding, out-of-the-box, Innovative

EVALUATION CRITERIA	VALUE	ASSIGNED	WEIGHT	SCORE
VALUE	1-10			
<i>Qualification of Firm</i>	<i>(0-5)</i>	_____	x 2	=10 max
<i>Key Personnel</i>	<i>(0-5)</i>	_____	x 7	=35 max
<i>Project Understanding and Approach</i>	<i>(0-5)</i>	_____	x 5	=15 max
<i>Proficiency in Similar Projects</i>	<i>(0-5)</i>	_____	x 5	=35 Max
<i>Overall Impression of the Firm, Its Capabilities & References</i>	<i>(0-5)</i>	_____	x 1	=5 max

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED TO THE TEAM:

MBE /WBE/VBE Certification	(0 or 3) _____	X1	=3 max	
Certified Minority	Value of 3			
Non-certified or N/A	Value of 0			
<i>Minority, Women and Veteran Owned Business Ent have a point value either 0 or 3.</i>			<i>Total score</i>	<i>=103 max</i>

SCORING:

1. The Selection Committee (Committee) will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a. Each Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion unless the score for the criteria score is processed with a calculated formula.
 - b. The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c. Each total raw score will be converted to an ordinal score.
2. Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a. The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b. The individual ordinal score for each proposer by each committee member is added together for a total ordinal score.
3. The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a. Adjust their scoring based on committee discussion; or
 - b. Re-rank the proposers based on committee discussion; or
 - c. Determine a ranking by the consensus of the committee.
5. The Committee will hold a 'closed' meeting (via Microsoft Teams/telephone discussions) with each of the Proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Committee shall evaluate and rank the proposals submitted by all responsive firms. Telephone discussions will be held with all firms submitting prior to ranking. Discussions are **not** open to the public. See schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee. Each of the firms will be contacted via e-mail and informed of the time that the discussions will begin. The firms **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 20 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site to respond to the questions and/or for clarification. Once the telephone discussions (are **not** "Open" to the public) are completed, the Selection Committee will commence the discussions, evaluations, and ranking portion of the meeting (which **is** "Open" to the public).

The firm ranked number one by the Committee will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked consultant. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top-ranked firm pending City Manager approval. The department will prepare the agenda item for the next available City Commissioner meeting and

request the City Commission approve the contract and authorize the City Manager to execute the contract with the top-ranked, responsive and responsible firm.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximum and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager to execute the contract with the top-ranked, responsive, and responsible firm.

Upon completion of the telephone discussions or oral presentations, the Committee will rank the proposals to determine the top-ranked proposer. Committee recommendation will be submitted to the City Manager for approval to commence negotiations with the top-ranked firm.

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Proposed Schedule

The anticipated time schedule as related to this solicitation is as follows:

<u>EVENT SCHEDULE</u>	<u>DATE/TIME (EST)</u>
1. Issuance of Proposal	November 6, 2023
2. Pre-Proposal Meeting	No Pre-Proposal Meeting
3. Deadline to Submit Questions/Inquiries	November 28, 2023, 2:00 PM
4. Submittal Due Date	December 6, 2023, 2:00 PM
5. Telephone Discussions (Closed to Public) <i>Meeting will be held via Microsoft Teams Further Instructions will be provided.</i>	TBD
6. Evaluation and Ranking Committee Meeting (Open to Public) <i>City Hall, Room 244</i>	TBD
7. Negotiations Team Meeting or Presentations if required. (Closed to Public)	TBD
8. CONTRACT TO COMMISSION	TBD

END OF PART III

PART IV – RULES, INSTRUCTIONS AND FORMS FOR PREPARING PROPOSALS & REQUIRED SUBMITTAL FORMS

RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. Proposer Registration with DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for the City of North Port, you do NOT need to register again.**

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are also posted on the City FTP site at <https://www.cityofnorthport.com/files> (**select the Purchasing Folder and scroll to Project RFP 2022-36**); however, addendums are only posted on www.demandstar.com.

PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page. **(Maximum 1 single-sided page)**

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response shall contain a cover letter signed in **blue ink** by a person who is authorized to commit the firm to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 1 single-sided page)**

TAB 2 – DOCUMENTS

Licenses and Certifications – Provide copies of required licenses and certifications

Resumes – Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications.

Project Approach – Provide a detailed Project Approach, including, but not limited to:

- Project management techniques, controls, program and technologies to be employed to meet project schedule and budget requirements.
- Assignment of personnel to provide the most efficient service.
- Where elements of the work will be performed, and who in the organizational chart will oversee performance of the work to provide the most efficient services.
- Detailed information explaining how location of the firm, key personnel and sub-contractors will affect the project, including how impact of any physical distance will be mitigated through the use of technology, processes or other means.
- Organizational chart delineating personnel assigned to the project (including sub-contractors, if applicable.)
- Organizational chart showing the corporate management structure of the Proposer.

Schedule / Timeline – Provide a graphical representation of the proposed schedule / timeline indicating major milestones and deliverables.

Additional Information: Any other pertinent information the proposer chooses to provide.

TAB 3 – TEAM'S PREVIOUS EXPERIENCE / PROFICIENCY IN SIMILAR PROJECTS: Include a page for EACH project used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 5 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project.

Example Projects – Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one page for each of the five (5) required projects. Include the following information for each project:

Example Project Key Number. Start with "1" for the first project and number consecutively.

Title and Location. Title and location of project

Year Completed. Enter the year construction completed. If any of the construction projects are not complete, indicate the status in Brief Description of Project.

Project Owner. Project owner or user, such as a government agency, an institution, a corporation or private individual.

Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the construction services, who is very familiar with the project and the firm's (or firms') performance.

Point of Contract Telephone Number. Self-explanatory.

Brief Description of Project and Relevance to This Project. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this project.

TAB 4 – REFERENCES: Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.
- Description of work.
- Involvement in project.
- Year the project was completed.
- Total cost of the project (include separate design cost and separate construction cost).

TAB 5– LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall provide details on the scale and amount of liability insurance held.

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REQUIREMENTS and method of submittal

TAB 9 CITY REQUIRED FORMS – This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which are the responsibility of each Proposer to submit in order to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

___ **ATTACHMENT 1:** Proposal Submittal Signature Form

___ **ATTACHMENT 2:** Statement of Organization

___ **ATTACHMENT 3:** References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely manner.

___ **ATTACHMENT 4:** Drug-Free Workplace

___ **ATTACHMENT 5:** Public Entity Crime Information

___ **ATTACHMENT 6:** Non-Collusive Affidavit

___ **ATTACHMENT 7:** Lobbying Certification

___ **ATTACHMENT 8:** Conflict of Interest Form

___ **ATTACHMENT 9:** Disclosure Form (Consultant/Engineer/Architect)

___ **ATTACHMENT 10:** Scrutinized Company Certificate

___ **ATTACHMENT 11:** Vendor’s Certification For E-Verify System

___ **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.

___ **MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

___ **YES, CLAIMING STATUS AS PRIME ONLY**

___ **YES, I’VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM STATE OF FLORIDA AS OUTLINED SECTION 1.**

___ **NOT CLAIMING MBE/WBE /VBE**

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL. _____

INITIALS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

METHOD OF SUBMITTAL:

- 1. NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND** (marked “**ORIGINAL**”) and signed in blue ink. **NUMBER OF COPIES:** four (4) hard copies **BOUND** (marked “**COPY**”).
(1 original + 4 copies = 5 total submittals).
- 2. NUMBER OF PAGES:** The proposal **shall not exceed (20) pages (one-sided)** in length. **(The Title Page, City Required Forms, 330 Form, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES.)**

When compiling a response, sections should be tabbed and labeled. Pages should be sequentially numbered at the bottom of the page. Hard copy Proposals should be bound to allow flat stacking for easy storage. Do not use three ring binders of any kind. Sections should be compiled in the sequence listed above.

Place Proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of Proposer, and due date and time.

- 3. PAPER/FONT SIZE:** LETTER SIZE: 8.5”x11” /FONT SIZE: Calibri 11, PDF FORMAT.
- 4. USB FLASH DRIVE:** One (1) electronic version as a Portable Document Format (PDF) **on a** USB Drive containing the entire submittal. **CDs will not be accepted.**
- 5. Submit Sealed Proposal Package with the Following Information Clearly Marked on the Outside Packaging:**

SUBMIT TO:

City of North Port
Finance Department - Purchasing Division
Geoff Thomas Contract Administrator I
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
RFP NO. 2024-04 Solid Waste Transfer Station – Construction Manager (CM) At Risk

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 1 – PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name _____

Telephone # _____ E-Mail _____ Fax # _____

Main Office Address _____

City _____ State _____ Zip Code _____

Address of Office Servicing City of North Port, if different than above: *SAME AS ABOVE*

Office Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail _____ Fax # _____

Name & Title of Firm Representative _____

Signature _____ Date _____

Do you accept Visa? YES NO

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 2 – STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc.): _____

Business Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: **Yes** or **No**

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: **Yes** or **No**

Authorized to transact business
in Florida: **Yes** or **No**

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: **Yes** or **No**

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2023, by _____.

Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 3 – REFERENCES/CLIENT LISTING

Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key design engineer(s) in the proposed project team must show relevant experience in two (2) referenced similar projects.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____
Telephone# _____ Fax _____ E-mail _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____ Project completion date: _____
Type of Services Provided _____
Cost of Project: Design _____ Construction: _____

5. Business/Customer Name: _____
Name of Contact Person/Title: _____
Telephone# _____ Fax _____ E-mail _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____ Project completion date: _____
Type of Services Provided _____
Cost of Project: Design _____ Construction: _____

Date: _____
Signed (Person authorized to bind the company): _____
Name (printed): _____ Title: _____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 4 – DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 5 – PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent, _____, located at _____
City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

State of _____

City of _____

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20_____.

By: _____

(Printed Name)

(Title)

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ 2023, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 7 – LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

CITY OF _____

This _____ day _____ of 2023

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, are prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2023.

By: _____

(Printed Name)

(Title)

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ 2023, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 8 – CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees’ ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

I am an employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. “Material interest” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None Of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 9 – DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

___ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

___ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

___ Our firm proposes to mitigate the potential or perceived conflict according to the following plan:
_____.

___ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 10 – SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: _____
Authorized Representative Name and Title: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

_____ This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

_____ This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 11 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____
CITY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. “Employment Eligibility”, as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City’s termination of the contract and other penalties as provided by law.

VENDOR: _____ (Vendor’s Company Name)
 _____ (Vendor signature)
 _____ (Vendor’s name printed)
 _____ (Title)

Sworn to and subscribed before me by means of ___physical presence or ___online notarization, this ____ day of _____, 2023 , by _____, as _____.

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

END OF PART IV

PART V. SAMPLE AGREEMENT

**CONSTRUCTION MANAGER AT RISK CONTRACT NO. _____
PRECONSTRUCTION SERVICES CONTRACT, PHASE I**

This Contract No. _____ [insert contract number] (“Contract”) is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and _____ [insert name of Organization or other Legal Entity, exactly as name appears in the corporate records at Sunbiz.org], a _____ [insert name of state] _____ [insert type of entity as designated at Sunbiz.org; i.e., “Florida nonprofit corporation”, “limited liability company”], registered to do business in the State of Florida, whose principal place of business is _____ [insert address] (“CMAR”).

WITNESSETH

WHEREAS, the City intends to undertake a project that requires construction manager at risk services; and

WHEREAS, the City issued a request for proposal for construction manager at risk services via RFP No. ____ [insert number] (“RFP”); and

WHEREAS, the City evaluated and ranked the proposals received in accordance with applicable federal, state, and local laws, regulations, and policies, and found the CMAR qualified to perform the necessary services; and

WHEREAS, the City may divide the CMAR services into two phases: (1) CMAR for preconstruction services, and (2) CMAR for construction services as provided in this Contract; and

WHEREAS, the preconstruction services generally include design support, coordination, project scheduling, design and equipment evaluation and recommendations, project scheduling and costs, and the guaranteed maximum price process; and

WHEREAS, the construction services generally include managing, subcontracting, and completing the construction within a certain time and at a certain cost; and

WHEREAS, the CMAR has reviewed the services to be provided under this Contract and is qualified, willing, and able to provide and perform all such services in accordance with the terms of this Contract; and

WHEREAS, this Contract authorizes the preconstruction phase; and

WHEREAS, subsequent phases, if authorized, must encompass all services contemplated by the RFP, and must be authorized solely by written amendment to this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

I. DEFINITIONS

The following terms have the ascribed meanings, as used in this Contract and the RFP.

A. Administrative Agent. The City staff representative for this Contract.

- B. Allowance. A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price.
- C. City Contingency. A specific amount of money that the City designates for a construction project and sets aside in case any unforeseen or extra costs arise during the construction process.
- D. Change Order/Amendment. A written modification to this Contract approved and signed by the parties.
- E. Construction Documents. Final working drawings and specifications required for a project.
- F. Contract Documents. The RFP and all exhibits, attachments, schedules, addenda, instructions, forms, technical specifications, Work Assignment, Construction Documents, general provisions, special provisions, CMAR response, other documents attached to the request for proposal and this Contract (collectively, the "RFP").
- G. Design Consultant. The design professional services contractor selected by the City for each project Work Assignment who is responsible for the design services as described in this Contract and the separate professional services contract.
- H. Effective Date. The date the last party approves or executes this Contract, as applicable.
- I. Field Change. A minor modification to this Contract, not involving an increase to the GMP.
- J. Final Completion. The point when the CMAR has completed all Work related to a project and the City has accepted the Work.
- K. Guaranteed Maximum Price ("GMP"). The sum of the CMAR's cost of Work and the CMAR's fees for the performance and completion of all services for the construction phase of a project, if any, including but not limited to the completion of the Work in accordance with the Construction Documents.
- L. Preconstruction Phase Fee. The sum to be paid for providing all preconstruction services, as set forth in this Contract and as contemplated in the RFP.
- M. Project. Each Work Assignment will define its specific scope of services and include a project title.
- N. Project Schedule. The project timeline that the CMAR prepared as approved by the Administrative Agent, as amended, for accomplishing a project, including the Preconstruction Schedule and subsequent schedules for any amendment.
- O. Project Team. The Administrative Agent, the Design Consultant as specified in the Work Assignment, and the CMAR.
- P. Schedule of Values. A list of every work item on a project, along with each item's value or cost. This comprehensive work list represents the entire construction project and the entire contract price.
- Q. Substantial Completion. The point when a project or designated portion thereof is sufficiently complete in accordance with the Construction Documents to enable the City to fully occupy and utilize each project for its intended use and all certificates of occupancy or permit close outs have been issued.
- R. Trade Contractor. All construction-related contractors having a direct contract with the CMAR for the performance of work.

- S. Work. All authorized and approved work; materials; supplies; tools; fixtures; labor; services; equipment; construction management services, contract administration services relating to the design and any CMAR recommendations; project development; preconstruction and construction services for a project to be performed and provided by the CMAR (and its agents, employees, Trade Contractors, and subcontractors) pursuant to the RFP, this Contract, as amended, and the Construction Documents.
- T. Work Assignment. For each amendment to this Contract for the GMP, including the Work Assignment, the specific scope of services, Project Schedule and other documents attached to the Work Assignment for this Contract, as amended.

II. CONSTRUCTION MANAGER AT RISK SERVICES

- A. The CMAR agrees to diligently perform the required services as described in the Scope of Services attached as Exhibit A (“Scope of Services”).
- B. Unless otherwise advised in writing, the CMAR must deliver to the City within 10 days after receipt of the Notice to Proceed a detailed Preconstruction Schedule with specific calendar dates in conformity with the Preconstruction Schedule. This Preconstruction Schedule must also include the specific calendar dates for the delivery or completion of all documents, reports, and other data required.
- C. This Contract begins on the Effective Date and terminates upon the completion of the Scope of Services as scheduled in the Preconstruction Schedule attached as Exhibit B (“Preconstruction Schedule”), or as otherwise provided in this Contract. This Contract may be amended by mutual written agreement of the parties.
- D. This Contract may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of services only as agreed to in writing by both parties and incorporated into this Contract as a Field Change or Change Order/Amendment.

III. COMPENSATION

- A. The City will pay the CMAR for: (1) The preconstruction services rendered hereunder and completed in accordance with the terms and conditions of this Contract; and (2) The Work Assignment; as (3) The total contract amount for performing the tasks for each specific Scope of Services in a Work Assignment that must be based on the Fee Schedule attached as Exhibit C (“Fee Schedule”). The Work Assignment as detailed in the form attached as Exhibit D (“Work Assignment”) will be subsequently incorporated in this Contract by the Administrative Agent for each project. The total contract amount includes all costs necessary to provide all services outlined in this Contract and each Work Assignment.
- B. The CMAR represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Contract are accurate, complete, and current as of the Effective Date. The amounts set forth in this Contract will be adjusted to exclude any significant sums by which the City determines the amount of any task was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.
- C. If the Administrative Agent requires the CMAR to perform additional services related to this Contract, then the CMAR is entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate the additional work. Any additional compensation requires a contract amendment, and the City must not pay any additional compensation before the Contract is amended. If additional services are required because of the CMAR’s error, omission, or negligence, the CMAR is not entitled to additional compensation for those additional services.

IV. METHOD OF PAYMENT

- A. The CMAR must submit a monthly application for payment to the City for all Work completed during the corresponding month. For Work that was partially completed, progress payments must be invoiced in proportion to the percentage of Work completed on those specific service activities as approved in writing by the Administrative Agent. The CMAR must use a form mutually agreed upon by the CMAR and the Administrative Agent for all payment requests, along with an updated work schedule reflecting the progress of all Work Assignments.
- B. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The CMAR's payment request must include any changes approved in previous payment requests.
- C. Upon receiving the CMAR's invoice, the Administrative Agent will review the invoice to certify that the services have been rendered in conformity with this Contract. The Administrative Agent and the City's Finance Department must process and issue the CMAR's payment in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq.*
- D. Retainage during the construction phase must comply with the minimum requirements of Florida Statutes.
- E. The CMAR's submittal for final payment must include the CMAR's and its contractor's Release of Lien documentation and payment of all subcontractors, materialmen, and suppliers on forms approved by the City. The City's or its authorized agent's approval is required before making final payment for any work, materials, or services furnished under this Contract.

V. LIABILITY

- A. The City will not provide any services to the CMAR in connection with any claim brought on behalf of or against the CMAR.
- B. If the CMAR is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.

VI. CMAR REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES

- A. The CMAR accepts the relationship of trust and confidence established between the parties in this Contract and covenants that the CMAR is acting in a fiduciary capacity to protect the City's interests. The CMAR covenants to furnish its best skill and judgement and to cooperate with the City and the Design Consultant for the duration of each project in accordance with this Contract in an expedient and efficient manner.
- B. The CMAR is responsible for the professional quality, technical accuracy, thoroughness, and the coordination of all determinations, reports, other documents, and data used or produced by or at the behest of the CMAR under this Contract. The CMAR must, without additional compensation, correct or revise all errors, omissions, or deficiencies in its reports and other documents and data.
- C. The CMAR warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any person, independent contractor, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. The CMAR covenants and agrees that the CMAR, its employees, and its contractors are bound by the *Code of Ethics for Public Officers and Employees* in Florida Statutes Chapter 112, Part III. The CMAR agrees to incorporate the provisions of this subsection in any subcontract into which it might enter in furtherance of the Work performed pursuant to this Contract.

- E. The City reserves the right to suspend, debar, or terminate the CMAR as otherwise provided in this Contract.
- F. The CMAR must comply with all federal, state, and local laws, regulations, and policies applicable to the Work or payment for the Work performed in furtherance of this Contract.
- G. The CMAR must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract. The CMAR must make these documents available to the City within ten (10) calendar days after written request for inspection, auditing, and copying during normal business hours. The CMAR must retain these records for a minimum of ten (10) City fiscal years (from October 1 to September 30) after Final Completion of each project.
- H. The CMAR must notify the Administrative Agent at least three (3) days in advance of any meeting between the CMAR and any City Commissioner, regulatory agency, or private citizen related to this Contract.
- I. When all Work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the CMAR must furnish the City with the CMAR's and its contractor's Affidavit of Payment in a form acceptable to the City. Signed Affidavits of Payment are required from all subcontractors hired by the CMAR, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.
- J. All contracts between the CMAR and any subcontractor that the CMAR hires must conform to the provisions of this Contract and the Contract Documents. The CMAR must incorporate the requirements of this Contract in the subcontracts. The CMAR must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. Any change in subcontractors or suppliers must include the written consent and approval of the City.
- K. The CMAR must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the Work, and pay any related fees.
- L. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The CMAR must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the Work required. If any of the Contract documents are at variance with any law or regulation, the CMAR must notify the City without delay upon discovery.
- M. During the term of this Contract, the CMAR must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CMAR must maintain a copy of the affidavit for the duration of the Contract. The CMAR must require all subcontractors to comply with Florida Statutes Section 448.095 for registration, to use of the E-Verify system operated by the United States Department of Homeland Security, and to provide the required affidavit.
- N. The CMAR must comply with all other requirements, as amended from time to time, relating to the Federal Emergency Management Agency and any other grant or funding agency.

VII. DESIGN REVIEW SERVICES

- A. The CMAR must complete each project in accordance with the established Preconstruction Schedule and must make recommendations to the Administrative Agent and the Design Consultant regarding the drawings and

specifications to facilitate the construction of the Work. If the Administrative Agent agrees with the recommendations, then the CMAR must work with the Design Consultant to change the plans and specification and to obtain the Administrative Agent’s approval in writing.

- B. The CMAR must be thoroughly familiar with each project. Where appropriate and as requested, the CMAR must make written recommendations with respect to each project, foundations, selection of systems and materials and cost reducing alternatives, and must assist the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects.
- C. The CMAR must call to the attention of the Administrative Agent and Design Consultant any known or perceived defects or omissions in the design, drawings, and specifications or other documents as the CMAR has reasonable belief to exist, as soon as practicable. The CMAR must report without delay all identified design errors or omissions; but the parties recognize that the CMAR’s review is made in the CMAR’s capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CMAR concerning design alternatives are subject to the City’s review and written approval.
- D. The CMAR must review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the Work in a manner that allows the CMAR to take bids and award separate construction Trade Contracts. The divisions must be acceptable to the Administrative Agent, taking into consideration factors including but not limited to, natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified and minority contractor participation, and other factors pertinent to saving time and cost.
- E. The CMAR must assess conditions in the construction market to identify factors that will or may affect costs and time for completing each project. The CMAR must conduct reviews as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

VIII. BASIS OF GUARANTEED MAXIMUM PRICE

- A. The CMAR must submit to the City a proposed GMP as described in the Scope of Services and consistent with the Work Assignment. The CMAR must submit the proposed GMP in accordance with the Preconstruction Schedule.
- B. The CMAR acknowledges and agrees that the GMP proposal must include:
 - (1) The Scope of Services under the RFP, Work Assignment, this Contract, the Construction Documents, and any other material documents that were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operations, the CMAR must provide and install the item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CMAR has knowledge, or that are reasonably inferable from the Construction Documents, the CMAR will not be entitled to a Project Schedule extension or a GMP adjustment for the items and the CMAR must correct, and complete the items;
 - (2) A list of all allowances and the statement of their basis;
 - (3) A list of all material clarifications and assumptions made in preparing the GMP as necessary to supplement the information contained in the drawings and specifications. The list must not include restatements of any existing provisions of this Contract;

- (4) A statement of the estimated costs (organized by trade categories), allowances, contingency, and other items, including a list of all fees or other costs that comprise the GMP;
 - (5) The date of Substantial Completion upon which the proposed GMP is based; and
 - (6) A schedule of issuance dates for the Construction Documents upon which the proposed GMP is based.
- C. The CMAR acknowledges that the GMP includes an amount designated as the City Contingency. The CMAR is only eligible to receive the City Contingency if the City approves a Change Order/Amendment to this Contract or as otherwise provided in this Contract. Any Change Order/Amendment must specify the portion of the City Contingency being made available and the purpose.
 - D. The GMP must be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and computers or other electronic equipment that are reasonably necessary for the Project Team to perform the management, inspection, and supervision of the project's construction.
 - E. The CMAR acknowledges that the Design Consultant may modify the Construction Documents from time to time, and if the City presents the CMAR with modified Construction Documents, the CMAR must complete each project as modified.
 - F. The GMP proposal is subject to the City's acceptance, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City must prepare a contract amendment, incorporating the GMP along with any other provisions the City deems necessary for the performance of the construction phase of each project. In the event the City does not accept the GMP proposal, the Administrative Agent will inform the CMAR in writing; this notice constitutes an immediate termination of this Contract or the Work Assignment, or both, and neither party will have any obligation to the other regarding the Construction Phase of each project.

IX. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the CMAR must deliver to the City the CMAR's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The CMAR hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The CMAR may not use any of the work product on any non-City project unless the Administrative Agent agrees in writing. The City's reuse of the work product on other projects will be at the City's risk.
- C. The City records all land related changes and/or activities in its corporate based Geographic Information System (GIS). The CMAR must provide the City at no additional cost all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of each project, as a project deliverable for inclusion into the City's GIS. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards as provided in writing by the Administrative Agent.
- D. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The Administrative Agent will advise the CMAR of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

X. CMAR PERFORMANCE

- A. The performance and completion of the required services is vitally important to the City's interests. The CMAR must assign a project manager and other personnel necessary to assure faithful prosecution and timely delivery

of services for this Contract. The CMAR's key personnel assigned to perform the services of each Work Assignment must include the same pool of personnel as identified in the RFP response. The CMAR must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform assigned tasks. Any change or substitution to the CMAR's key personnel must receive the Administrative Agent's written approval before becoming effective.

- B. The CMAR's services must commence upon the CMAR's receipt of the Administrative Agent's written Notice to Proceed. The time limits in Preconstruction Schedule begin on the CMAR's date of receipt of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Contract.
- C. Time is of the essence in the performance of this Contract. The CMAR agrees that all work performed in furtherance of this Contract must be completed within the time limits in the Project Schedule, subject only to delays caused by force majeure or other reasons authorized in this Contract.
- D. The CMAR agrees to provide the Administrative Agent monthly written progress reports concerning each project's status. Written progress reports must accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. Upon the City's request, the CMAR must advise the City in writing regarding the status of the CMAR's Work.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports, or other documents submitted by the CMAR and that delay the Project Schedule completion date, the Administrative Agent will not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the delay.
- F. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Preconstruction Schedule, the CMAR must continue its efforts in full force and effect until the earlier of (1) written direction by the Administrative Agent; or (2) 12 additional months have elapsed after the Preconstruction Schedule completion date.
- G. If the City delays or suspends a project for a period exceeding six months, the City and the CMAR may negotiate a contract amendment for the fair and equitable compensation for the CMAR's continued services related to the delayed or suspended project.

XI. CITY OBLIGATIONS

- A. The Administrative Agent is designated to serve as the City's project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract for the City. The responsibilities of the Administrative Agent include but are not limited:
 - (1) Examining all reports, sketches, drawings, estimates, proposals, and other documents the CMAR presents, and render any required written decisions within a reasonable time;
 - (2) Transmitting instructions; receiving information; and interpreting and defining City policies and decisions with respect to design, materials, and other matters pertinent to the Work;
 - (3) Reviewing for approval or rejection all the CMAR's documents and payment requests; and
 - (4) Determining when and if it may be in the City's best interests to shift funding among tasks identified in the Scope of Services, providing that the not-to-exceed amount of this Contract is not exceeded. Any determination must be memorialized in a Field Change.

- B. Upon request, the City will furnish the CMAR with all data, plans, studies, and other information in the City's possession that may be useful in connection with the Work, all of which remain the City's property and must be returned to the Administrative Agent upon completion of the CMAR's services.
- C. The Administrative Agent will conduct periodic reviews of the CMAR's work. The Administrative Agent is responsible for the availability of other City personnel where required and necessary to the CMAR's completion of each project. The City, in its sole discretion, will determine the availability and necessity of City personnel to assist the CMAR.

XII. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
 - (1) The City may effectuate termination by delivering to the CMAR a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed in the notice, the CMAR must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The CMAR must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the CMAR in connection with its services.
 - (4) The City will pay the CMAR for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to make any payment to the CMAR for terminated Work that has not been performed or that is performed after delivery of the notice of termination.
- B. Non-Appropriation. The parties acknowledge and agree that the City's financial obligations in this Contract, or any subsequent contract or Amendment entered or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since the City Commission appropriates funds annually on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until the City Commission approves appropriations for the costs for the applicable fiscal year; nor will liability arise if a request for the appropriations is excluded from the budget that the City Commission approves. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of the City's default under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- C. Termination for Abandonment. If the CMAR abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the CMAR indicating the intention to do so. The written notice must state the evidence indicating the CMAR's abandonment.
- D. Termination for Non-Civility. The CMAR agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the CMAR's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.

- E. CMAR's Termination. The CMAR may terminate this Contract only in the event the City fails to pay the CMAR's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the CMAR is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the CMAR, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the CMAR is in breach of this Contract, the City must provide written notice of the breach and the CMAR will have ten (10) calendar days to cure, calculated from the date the CMAR receives the notice. If the CMAR fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the CMAR due to:
- (1) The quality of a portion or all the CMAR's Work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the CMAR's Work not being as represented in the CMAR's payment request, or otherwise;
 - (3) The CMAR's rate of progress is, in the City's opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
 - (4) The CMAR's failure to pay the CMAR's project related obligations, including but not limited to subcontractors, laborers, materialmen, equipment, and other suppliers;
 - (5) Claims made, or likely to be made, against the City or its property;
 - (6) Loss caused by the CMAR;
 - (7) The CMAR's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
 - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the CMAR will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the CMAR has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
 - (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the CMAR has otherwise complied, then the City must without delay notify the CMAR and order the CMAR to immediately terminate its contract with the subcontractor.
 - (3) The CMAR must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City’s rights and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

XIII. NOTICES

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City: _____ [insert name], Administrative Agent
City of North Port
_____ [insert Department]
_____ [insert address]
North Port, Florida _____ [insert zip code]
_____ [insert telephone]
_____ [insert email address]

With copies of claims and demands sent to: City of North Port, Florida
City Attorney’s Office
4970 City Hall Boulevard
North Port, Florida 34286
northportcityattorney@northportfl.gov

As to CMAR: _____ [insert name of CMAR]
_____ [insert name of person signing]
_____ [insert address]
_____ [insert city, state, and zip code]
_____ [insert telephone]
_____ [insert email address]

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the CMAR and the City.

XIV. ATTORNEY’S FEES

In any proceedings between the parties arising out of or related to this Contract, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys’ fees through all proceedings, at both trial and appellate levels.

XV. FORCE MAJEURE

- A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:
- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
 - (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - (4) A declared emergency of the federal, state, or local government; or
 - (5) Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:
- (6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The City has the right to suspend the non-performing party's affected obligations under this Contract during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract and the term of a project, or both will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

XVI. PUBLIC RECORDS

In accordance with Florida Statutes Section 119.0701, the CMAR must comply with all public records laws, and must specifically:

- A. Keep and maintain public records required by the City to perform the service.

- (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
 - (2) “Public records” means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The CMAR’s records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.
- B. Upon request from the City’s custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that Project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the CMAR does not transfer the records to the City following completion of the Contract, the CMAR must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer, at no cost to the City, all public records in the CMAR’s possession or keep and maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the Contract, the CMAR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon the completion of the Contract, the CMAR must comply with all applicable requirements for retaining public records.
- E. **IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CMAR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286 941-429-7063 OR HOTLINE 941-429-7270 publicrecordsrequest@northportfl.gov.
- F. Failure of the CMAR to comply with these requirements constitutes a breach of this Contract. Further, the CMAR may be subject to penalties under Florida Statutes Section 119.10.

XVII. PRECEDENCE OF DOCUMENTS

In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

- (1) This Contract and all attachments, exhibits, and amendments.
- (2) The RFP.
- (3) The CMAR’s Construction Documents.

(4) Specific direction from the City Manager or designee.

XVIII. MISCELLANEOUS

- A. Authority to Execute. The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed to this Contract, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. Continuation of Services During Dispute. Unless otherwise agreed in writing, the CMAR is required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, mediation or judicial proceedings.
- E. Opt-out of Florida Statutes Chapter 558. To the extent Florida Statutes Chapter 558 is applicable, the parties expressly opt out of the requirements of Chapter 558, within the meaning of Florida Statute Section 558.005(1).
- F. No Agency. Nothing contained in this Contract will be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- G. Severability. In the event any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant will not be construed as a waiver of a subsequent breach by the other party.
- H. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- I. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- J. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendment changing the City's financial obligations under this Contract requires the City Commission's approval. The City Commission hereby authorizes the City Manager or designee to approve and execute all contract amendments on the City's behalf that do not change the City's financial obligations under this Contract.
- K. Assignment. The CMAR must not assign this Contract or any right or responsibility without the City's prior written consent.

- L. Non-Discrimination. The City does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CMAR will not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

XIX. SUPPLEMENTAL DOCUMENTS

The following exhibits and supplemental documents are attached and incorporated fully as part of this Contract. The City has the right to incorporate all the following additional attachments and supplemental terms and conditions in any Work Assignment, and as amended from time to time by any grant agencies.

[select all that apply to this PROFESSIONAL services contract. The memorandum for guidance and the attachments that must always be attached are housed in SharePoint Legal Templates.]

Attach to the Work Assignment:

1. Exhibits A and C (as supplement for the preconstruction project description, and the fixed fee schedule);
2. Completed and attach Exhibits A (for the supplemental specific scope of work) and B; and
3. Mark and attach ALL Supplemental Attachments that apply to the construction phase.]

EXHIBIT A – SCOPE OF SERVICES [insert per the RFP for this contract]

EXHIBIT B – PROJECT SCHEDULE

EXHIBIT C – FEE SCHEDULE [insert rates for each professional services contractor and label as Exhibit C – Fee Schedule]

EXHIBIT D – WORK ASSIGNMENT

___ ATTACHMENT 1.1 – GENERAL INSURANCE

___ ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE

___ ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

___ ATTACHMENT 1.4 – BUILDER’S RISK

___ ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

___ ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, & RELEASE

___ ATTACHMENT 3 – FEMA PROVISIONS

___ ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE

___ ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING

___ ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

___ ATTACHMENT 7 – CONFLICT OF INTEREST FORM

___ ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION

___ ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM

___ ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

___ ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM

___ ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

___ ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS

___ ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND

___ ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, AND SUSPENSION

____ ATTACHMENT 16 – CONTRACT CHANGES

____ ATTACHMENT 17 – SANCTIONS AND PENALTIES

____ ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

(This space intentionally left blank; signature pages follow)

CONSTRUCTION MANAGER AT RISK

[insert name of legal entity as reflected in Sunbiz.org, in bold ALLCAPS]

By: _____

Name: _____

Title: _____

[insert name/title of authorized agent as reflected in Sunbiz.org]

INSERT CURRENT SWORN NOTARY ACKNOWLEDGEMENT (from separate template)

Approved by the City Commission of the City of North Port, Florida on _____, 202__ **[insert date]**.

INSERT CURRENT CITY MANAGER SIGNATURE BLOCK (from separate template)

EXHIBIT A

SCOPE OF SERVICES

I. Phase I: Preconstruction Services

The scope of work is a general guide to the work the City expects to be performed by the CMAR and is not a complete listing of all services that may be required or desired.

The general scope of work to be provided to accomplish the City’s objectives includes a broad range of construction manager at risk services related to design, permitting and construction management of miscellaneous projects as may be designated by the City. The provision of Construction Management Services on an as needed basis, including but not limited to roofing, HVAC, minor remodel, and small projects where a scope of work is not anticipated to exceed \$4,000,000.00 or a study activity when the fee does not exceed \$500,000. The projects will involve buildings, facilities, and sites throughout the City, as requested by the City.

Work Assignments may include, but are not necessarily limited to:

- Services described in this Scope of Services, and specific scope of services for each Work Assignment
- Feasibility studies
- Master planning
- Interior build-out or remodeling
- Building Information Modeling (BIM)
- Project permitting services
- Development of construction cost options
- Assistance in the development of construction plans and specifications
- Services during construction
 - Construction administration services
 - Construction observation services
 - Completion of project close-out activities including Record Drawings in multiple electronic formats
 - Alternative project delivery methodologies
 - Value Engineering

The Work Assignment specifies the CMAR functions and responsibilities for each project. The following categories describe the varies functions and responsibilities that the CMAR performs as specified in the Work Assignment or as otherwise directed by the Administrative Agent.

II. Design Support

A. Technical Support and Coordination

The CMAR must provide technical support to the City as required or as directed throughout the entire preconstruction phase.

B. Design Phase

(1) Design Support

The CMAR must provide design support during Preconstruction Phase I, including but not limited to the following:

- (a) Provide baseline schedule and a cost estimate for each project.
- (b) Establish, implement, and maintain quality control standards.
- (c) Provide alternate systems evaluation and constructability studies throughout Phase I.
- (d) Participate in constructability reviews and preliminary budget estimates at requested periods during Phase I.
- (e) Advise the Project Team of ways to gain efficiencies in project delivery and reduce overall delivery time.
- (f) Provide long-lead procurement studies.
- (g) Advise the Project Team when choosing sustainable building materials, as well as recommendations for building lifespan and efficient operations and maintenance.
- (h) Identify items that have the potential to be procured directly by the City.
- (i) Upon the Administrative Agent's request, provide copies of bids and quotations solicited from prospective Trade Contractors, subcontractors, and suppliers.
- (j) Review and provide comments with plans and specifications at each phase of each project.

(2) Project Budget

The CMAR must:

- (a) Prepare a detailed construction phase project budget baseline for all cost categories within twenty-one (21) calendar days following the Design Consultant's submission of schematic deliverables (30% complete Construction Documents).
- (b) Identify all major assumptions used in creating the project budget.
- (c) Meet with the Administrative Agent to ensure that cost reports capture all applicable expenditures in a format appropriate for reporting performance and for cost allocation.
- (d) Obtain approval of cost and reporting formats.
- (e) Provide consistent and complete budget and performance reporting.
- (f) Provide detailed cost estimating and knowledge of marketplace conditions.
- (g) Provide preliminary and detailed scheduling analysis and periodic updates for the project construction, including a Schedule of Values.
- (h) Provide value engineering throughout all phases of each project.
- (i) Provide estimations of the project costs throughout Phase I.
- (j) Submit a proposed GMP for the City's consideration. Upon the City's request, include in the GMP proposal provisions for the City to direct purchase as practical.

(3) Schedule

The CMAR must:

- (a) In coordination with the Design Consultant, identify all required reviews and approvals, and appropriate levels of information necessary for action and timely response.
- (b) Prepare and maintain a Project Schedule, including activities for the Design Consultant and the CMAR and identifying tasks that may require the City's action. The Project Schedule is a critical path schedule and must include all construction, permitting, and facility start-up activities as well as project milestones.
- (c) Reflect the schedule for preparation and submission of the GMP proposal and all scheduling efforts.
- (d) Assist in developing drawing package issuance schedules to meet requirements of the Project Schedule.
- (e) Provide for construction phasing and scheduling and determine a comprehensive logistics plan.
- (f) Provide a site utilization plan for all construction activities for each project or portion of the project.
- (g) Assist the Design Consultant as by the CMAR, or City staff with the timing of permit application processes.
- (h) The Project Schedule must include all major sequences of the preconstruction services and construction work, material supplies, long-lead procurement, the Design Consultant's approval of shop drawings, and performance testing requirements.

C. Reporting

The CMAR must prepare and submit a monthly narrative progress report and other reports as necessary and appropriate, including the following topics:

(1) For the Invoice Reporting Period

- (a) Accomplishments
- (b) Status of milestones
- (c) Deliverables submitted
- (d) Problems encountered / decisions or adjustments recommended, and approved modifications, if any.

(2) For the Next Reporting Period

- (a) Objectives
- (b) Milestones
- (c) Deliverables
- (d) Scheduled meetings

(3) General

- (a) Schedule update
- (b) Other

D. Design Coordination

The City will determine the need for a Design Consultant on a project-by-project basis. Throughout the Preconstruction Phase I of each project, the CMAR must coordinate with the Design Consultant to assist in preparing the final pricing documents and Construction Documents.

(1) Coordination with the Project Team

The CMAR must:

- (a) Coordinate all activities with the Project Team, any other City contractors, vendors or consultants, and other parties.
- (b) Coordinate and assist with all activities related to the design of infrastructure and utilities serving the site or impacted by a project.
- (c) Continually evaluate quality, safety, and environmental factors throughout design.

(2) Design Coordination and Review

The CMAR must:

- (a) Review and recommend changes to drawings, specifications, and Construction Documents as appropriate.
- (b) Participate in project meetings as the Administrative Agent directs.
- (c) Monitor coordination of all equipment's mechanical/electrical requirements.
- (d) Analyze the cost-effectiveness of design elements and advise the City of findings.
- (e) Conduct ongoing review of design documents for completion and coordination of design, with input from the Design Consultant, engineering discipline consultants, and equipment vendors.
- (f) Coordinate project utility requirements with utility companies.
- (g) Review site logistics and sequence of construction for incorporation in the GMP.
- (h) Assist the Design Consultant by reviewing the Construction Documents for each percentage complete design, unless otherwise directed by the Administrative Agent, for the elimination of conflicts, omissions, dimensioning, and other potential problems. The CMAR must bring all noted matters to the attention of the Design Consultant and the Administrative Agent in writing. The quality of documents is paramount in developing the project plans.
- (i) Advise the Administrative Agent of the availability of materials, Trade Contracts, and lower-tier subcontractors, as well as any scheduling restraints.

- (j) Identify long lead time items and recommend prepurchase for these or other items subject to expected price volatility or availability.
- (k) Prepare any recommended or requested alternate proposals and assist the Design Consultant, and City staff, in identifying elements of the design that can be “add” or “deduct” alternates.

(3) Value Engineering Program

The CMAR must:

- (a) Investigate alternate solutions systems, materials, or techniques to achieve project requirements economically and consistent with the City’s objectives.
- (b) Develop and implement a value-engineering program for all major facility and site elements, systems, and materials.
- (c) Advise the City on the cost of building systems and materials.
- (d) Upon the City or the Design Consultant requests, prepare comparative analysis of alternate systems and materials.
- (e) Review documents at the conclusion of design development for value-engineering options.
- (f) Submit value-engineering recommendations to the Project Team on an ongoing basis, monitor design changes, and note whether they will have an impact on the project budget.

(4) Budget and Schedule Refinement

The CMAR must:

- (a) Forecast construction costs based on completed project documents.
- (b) Prepare a detailed cost estimate based on completed design development drawings.
- (c) Analyze deviations from the previous cost estimate.
- (d) Forecast impact of these deviations.
- (e) Recommend corrective action if the cost estimate exceeds a level of acceptance to the City.
- (f) Incorporate revised cost estimates into the project budget.
- (g) Recommend to the City any changes necessary to maintain the budget requirements.
- (h) Report progress to the Project Team.
- (i) Monitor and maintain the Project Schedule consistent with best industry practices.
- (j) Identify design task milestones and associated deadlines that the Design Consultant must meet to maintain the Project Schedule.
- (k) Identify decisions the City or others must make to keep the project on schedule.
- (l) Provide a project budget within 28 calendar days following the Design Consultant’s submission of the Design Development deliverables (60% complete Construction Documents)

(m) Upon the City’s request, provide a project duration cash flow projection.

III. GMP proposal

A. Preparation

- (1) When drawings and specifications for a project are complete, the CMAR must prepare the GMP proposal for each project’s construction. The proposed GMP must be prepared in accordance with this Contract, the Scope of Services, and the Preconstruction Schedule. The CMAR acknowledges and agrees that the GMP proposal must include:
 - (a) The Scope of Services under the RFP, this Contract, the Construction Documents, the Work Assignment and any other material documents that were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operations, the CMAR must provide and install the item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CMAR has knowledge, or that are reasonably inferable from the Construction Documents, the CMAR will not be entitled to a Project Schedule extension, or a GMP adjustment for the items and the CMAR must correct, and complete the items;
 - (b) A list of all allowances and the statement of their basis;
 - (c) A list of all material clarifications and assumptions made in preparing the GMP as necessary to supplement the information contained in the drawings and specifications. The list must not include restatements of any existing provisions of this Contract;
 - (d) A statement of the estimated costs (organized by trade categories), allowances, contingency, and other items, including a list of all fees or other costs that comprise the GMP;
 - (e) The date of Substantial Completion upon which the proposed GMP is based; and
 - (f) A schedule of issuance dates for the Construction Documents upon which the proposed GMP is based.
- (2) The CMAR acknowledges that the GMP includes an amount designated as the City Contingency. The CMAR is only eligible to receive the City Contingency if the City approves a Field Change or Change Order/Amendment to this Contract or as otherwise provided in this Contract. Any Change Order/Amendment must specify the portion of the City Contingency being made available and the purpose.
- (3) The GMP must be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and computer or other electronic equipment that is reasonably necessary for the Project Team to perform the management, inspection, and supervision of each project’s construction.
- (4) The CMAR acknowledges that the Design Consultant may modify the Construction Documents from time to time, and if the City presents the CMAR with modified Construction Documents, the CMAR must complete each project as modified.
- (5) The GMP must be within the project budget or the City’s amended scope and must be based upon the Construction Documents. The CMAR must provide for each project, all materials, or labor, or both, as shown in and inferred by the Construction Documents as a part of each project; and as necessary to complete each project. An express reference in the Construction Documents to the material or labor is not required.

- (6) If the Administrative Agent directs, the CMAR must prepare a proposal for a phase or portion of construction of each project based upon less than 100% complete plans. Unless otherwise specified in an Amendment, the preconstruction services and any Construction Phase authorized by an Amendment would proceed concurrently and all the CMAR's services as defined in this Contract and the Amendment would apply.
- (7) The GMP proposal is subject to the City's acceptance, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City must prepare a contract amendment, incorporating the GMP along with any other provisions the City deems necessary for the performance of the construction phase of each project. In the event the City does not accept the GMP proposal, the Administrative Agent will inform the CMAR in writing; this notice constitutes an immediate Contract termination and neither party will have any obligation to the other regarding the Construction Phase of each project.

B. Additional Requirements

- (1) During development of the proposed GMP proposal and during subsequent negotiations as appropriate or as requested by the Administrative Agent, the CMAR must:
 - (a) Prepare a bidders' list identifying a minimum of three firms to bid for each bid package.
 - (b) Prepare written bid packages with the Project Team. Packages must be comprehensive, must be complete, and must cover all aspects of the assigned bid division or definition of work.
 - (c) Distribute bid information to bidders.
 - (d) Respond to bidder's questions during bidding.
 - (e) Respond to bidder's questions during bidding.
 - (f) Review bids received with the Project Team.
 - (g) Obtain clarification of any bidder's bid qualifications as needed.
 - (h) Prepare comparative analysis of bids.
 - (i) Review voluntary alternate recommendations.
 - (j) Review alternates and recommend acceptance or rejection.

C. Procurement.

- (1) The CMAR must keep costs as low as possible through aggressive use of competitive bidding procedures for all work.
- (2) The CMAR must direct a well-coordinated procedure for all bid packages and must obtain a minimum of three verbal competitive quotations for all packages with an estimated value over \$5,000 and under \$25,000, and a minimum of three written competitive quotations for those packages with an estimated value over \$25,000.
- (3) The CMAR must comply with all applicable laws and grant requirements.
- (4) The CMAR must stimulate bidder interest in the marketplace and identify and reasonable encourage bidding competition through various meetings, presentations, mail-outs, telephone conference, and the like. The

CMAR must obtain a minimum of three competitive bids for each trade, unless otherwise directed by the Administrative Agent. The CMAR must provide the Administrative Agent with the opportunity to review and approve all bids before their acceptance. The CMAR must carry out an active program of stimulating interest of qualified contractors, including minority contractors, in bidding on the work and of familiarizing those bidders with each project's requirements.

- (5) The CMAR must work with the Design Consultant to ensure that completed bid documents used in conjunction with the City's procurement forms and contract templates comprehensively establish all the binding obligations for full performance through lump sum bidding within the framework of the GMP.
- (6) The CMAR must complete the following activities for specialty equipment:
 - (a) Coordinate with the Design Consultant during development of equipment specifications with operational criteria. Review specifications and incorporate furniture, fixtures, and equipment requirements and City related items into design/construction process.
 - (b) Solicit proposals from qualified vendors for equipment, installation, and maintenance.
 - (c) Coordinate proprietary equipment specifications obtained from the successful vendor with construction drawings and details.
 - (d) Obtain at least three (3) competitive bids for each bid package.

D. Acceptance or Rejection of GMP Proposal

Nothing contained in this Contract requires the City to accept any of the CMAR's proposals. Further, the CMAR agrees that the City has the unrestricted discretion to reject the CMAR's proposal.

EXHIBIT B

PRECONSTRUCTION SCHEDULE

[insert schedule pursuant to Section IIB]

Description

**Estimated Calendar Days from
Notice to Proceed to Completion**

EXHIBIT C

FEE SCHEDULE

Fixed fee for services described in the Scope of Services: \$ _____

Additional services (not-to-exceed Amount), if authorized: \$ _____

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT \$ _____

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.

ATTACHMENT D

[insert Attachment D - Work Assignment]

To be provided at a later date.