

**OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGER AT RISK SERVICES FOR  
THE ORANGE COUNTY LIBRARY DISTRICT  
MAIN LIBRARY FIRST FLOOR RENOVATION PROJECT**

**ISSUE DATE: November 30, 2023**

**DUE DATE: February 2, 2024**

**1. PURPOSE:**

The Orange County Library System (“LIBRARY”), an independent special taxing district in the State of Florida, is soliciting sealed written qualifications from Florida-licensed construction firms (“CMAR(s)”) to provide Construction Manager At Risk services to manage the construction of and construct the LIBRARY’s Main Library First Floor Renovation Project (“PROJECT”). The services to be performed pursuant to this Request for Qualifications (“RFQ”) are described on Attachment A hereto, and include all preconstruction services during the design phase and all construction work and services through the certificate of occupancy and final certificate of completion, the commissioning of new equipment, and the warranty period (“SERVICES”). Copies of the Request for Qualifications may be obtained from the LIBRARY’s RFQ Project Coordinator noted below or via the Library’s Procurement Portal at <https://www.ocls.info/board-trustees/advertised-solicitations>.

**2. RFQ PROJECT COORDINATOR:**

To ensure that your qualifications are responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your communications concerning this RFQ should be directed in writing to the RFQ Project Coordinator listed below.

Name: Kristopher Shoemaker, Chief Financial Officer  
E-Mail: OCLSBIDS@ocls.info

Proposers shall not contact any member of the LIBRARY or the LIBRARY’s Board of Trustees (except as provided below) regarding this RFQ until such time as a contract is awarded.

All inquiries pertaining to this Request for Qualifications must be directed in writing through the RFQ Project Coordinator noted above.

**3. ORAL INTERPRETATION:**

No oral interpretation of this RFQ shall be considered binding. The LIBRARY shall be bound by information and statements only when such statements are written and executed under the authority of the LIBRARY’s Chief Financial Officer.

#### **4. SOLICITATION CANCELLATIONS:**

The LIBRARY reserves the right to accept or to reject all responses and to re-advertise the RFQ or elect not to proceed with the PROJECT at any time. The LIBRARY also reserves the right to reject the responses of any CMAR who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the LIBRARY's opinion, is not in a position to perform properly under this award. The LIBRARY reserves the right to inspect all facilities and equipment of the CMAR in order to make a determination as to the foregoing. The LIBRARY reserves the right to waive any irregularities and technicalities and may, at its discretion, conduct a re-advertisement.

The LIBRARY reserves the right to request clarification of information submitted and to request additional information of one or more CMARs after the deadline for receipt of responses to this RFQ.

The LIBRARY reserves the right, and the Chief Financial Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by LIBRARY's Board of Trustees when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest.

#### **5. DRAFT CONTRACT:**

A contract for the Services shall be negotiated after the successful CMAR is selected, including a preconstruction fee, a Guaranteed Maximum Price ("GMP") upon completion of design, a time period for completion of the work, and a schedule of hourly rates for change orders. The contract that the LIBRARY intends to use for award is attached as Attachment B for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the CMAR's response to this RFQ, with exceptions clearly noted. The LIBRARY has the right to require the selected CMAR to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

#### **6. PROJECT OVERVIEW:**

The LIBRARY is seeking one (1) CMAR to provide the Services denoted below in the Scope of Services section of this RFQ and further delineated in Attachment A. The CMAR shall be selected in accordance with F.S. 287.055.

##### **6.A SCOPE OF SERVICES:**

Overview of Services. The CMAR shall provide and perform construction management services including preconstruction services during the design phase and construction services for the complete construction of the PROJECT through the certificate of occupancy and final certificate of completion, the commissioning of new equipment, and the warranty period.

The Program Criteria for the PROJECT includes:

The CMAR will take the following Program Criteria into consideration when submitting their response to this RFQ.

Main Library First Floor Area Design Considerations

The PROJECT Area is currently approximately 45,000 square feet of interior, conditioned space.

The CMAR will be responsible for understanding the space and programming needs of the facility users in order to assist the Library's A/E team in developing floor plan(s) for LIBRARY review and approval as part of early deliverables.

Building design features may include:

- Entry and reception areas
- Check-in and check out counter areas, collection management space.
- Children's Library with collection, open areas, study areas, and computer spaces
  - Children's library needs a controlled entrance.
- Teen space with collection, open areas, study areas, and computer spaces
- Adult computer spaces, library collection space for new and popular, adult fiction, local authors, large print and foreign language
- Office for passport services
- Space for a gift shop
- Common areas, hallways, and utility closets
- Three sets of public restrooms
- One set of staff restrooms
- One family restroom with adult changing table and one lactation/quiet room
- Youth Services, Orlando Public Library, Circulation and Community Engagement Manager's offices (plan for two desks in each)
- Youth Services (10), Circulation (5) and Community Engagement (8) staff workrooms (# of staff)
- Youth Services, Orlando Public Library, Circulation and Community Engagement storage spaces

Additional building features include:

- Interior glass walls should be storefront.
- ADA compliance for the entire PROJECT
- IP Security Cameras
- Access Control on all restricted areas
- People counter at entry doors, and entry to adult, youth and teen areas as decided by the LIBRARY

The current Florida Building Code shall be applicable. The Building, Existing Building, Accessibility, Mechanical, Electrical, Plumbing and Energy Code sections will all apply to this project. A thorough review of the codes shall be conducted by the CMAR to determine impacts on the design and that the design complies with the Florida Building Code.

The CMAR shall comply with LIBRARY's standard specifications. A copy of the document is included herein as Attachment C to this solicitation.

The CMAR shall comply with LIBRARY's Information Technology Standards for New Buildings and Major Renovations requirements. A copy of the requirements is included within Section 11 of Attachment C attached to this solicitation.

The CMAR should follow the recommendations set forth in Crime Prevention Through Environmental Design (CPTED) standards. A copy of the requirements is included within Section 12 of Attachment C attached to this solicitation.

## **7. PERMITS AND FEES:**

In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license, and/or fee applicable to this PROJECT (before and during construction) that will either be paid by the CMAR, the Library's design team or by the LIBRARY as negotiated.

- Note: The Main Library First Floor Renovation Project is located within City of Orlando.

## **8. TIME:**

Upon successful contract approvals, the time of performance for the design phase SERVICES shall be negotiated between the CMAR and the LIBRARY.

## **9. INSTRUCTIONS TO CMARs:**

CMARs desiring to submit a response to this RFQ for the SERVICES, as described herein, shall submit **printed** Responses in one sealed package and clearly labeled "RFQ OCLS-MAIN-23-002 CONSTRUCTION MANAGER AT RISK FOR OCLS MAIN FIRST FLOOR RENOVATION PROJECT".

- Said package shall have the proposers company name and address listed on the outside of the package.
- Said package shall contain: one (1) original Proposal (clearly marked), nine (9) copies (a total of ten (10) **printed** Proposals) and one (1) electronic copy on a USB drive for document management purposes. Electronic copy shall be in PDF format – the most recent software version.

**Responses shall be submitted no later than 3:00 P.M. local time, on Friday, February 2, 2024 to:**

Orange County Library System  
Attn: Kristopher Shoemaker, Chief Financial Officer  
5<sup>th</sup> Floor Human Resources Reception Desk  
101 East Central Blvd.  
Orlando, Florida 32801

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in PDF format – the most recent software version.
- **Respondents are cautioned that they are responsible for delivery to the specific location cited above. The LIBRARY will not be responsible for deliveries made to any place other than the specified address noted above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address and specifically to the 5<sup>th</sup> floor reception desk.**
- **The time and date for receipt of Proposals will be strictly observed.** The LIBRARY shall not be responsible for late deliveries or mail delays. The date stamp and clock in the LIBRARY's 5<sup>th</sup> Floor Human Resources Reception Desk shall serve as the official authority to determine timeliness of the Proposal. **CMARs accept all risks of late delivery of mailed and hand delivered responses regardless of fault.**
- **Proposals received after the specified time and date shall be considered non-responsive and will be returned unopened.** The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest. All Proposals will be opened publicly, and the names of all Proposers shall be read aloud.
- Faxed or E-Mailed responses shall be rejected as non-responsive, regardless of where and when the fax or e-mail is received.
- All responses must be signed by an officer or employee having authority to legally bind the CMAR.
- All information submitted will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All responses and accompanying documentation will become the property of the LIBRARY and will not be returned.
- Any response may be withdrawn prior to the date and time the responses are due. Any response not withdrawn prior to the date and time responses are due, will constitute an irrevocable offer, for a period of ninety (90) days, to provide the LIBRARY with the services as specific in the response.

**10. PRELIMINARY SCHEDULE:**

These dates are estimates only and are subject to change by the LIBRARY.

<b>Event</b>	<b>Date</b>	<b>Time</b>
Announcement of RFQ	<b>11/30/2023</b>	<b>10:00 A.M.</b>
Mandatory Pre-Response Meeting	<b>12/13/2023</b>	<b>9:00 A.M.</b>
Question Submission Deadline	<b>01/02/2024</b>	<b>3:00 P.M.</b>
Question Responses Posted	<b>01/08/2024</b>	<b>3:00 P.M.</b>
Qualification Package Due	<b>02/02/2024</b>	<b>3:00 P.M.</b>
Qualifications Evaluated (Part 1 & 2)	<b>02/02-16/2024</b>	<b>TBD</b>
Inform CMARs of Short-Listed Rankings	<b>02/16/2024</b>	<b>3:00 P.M.</b>
CMAR Oral Presentations	<b>02/26-03/01/2024</b>	<b>TBD</b>
Final Evaluation (Part 3)	<b>03/04/2024</b>	<b>TBD</b>
Inform CMARs of Final Rankings	<b>03/08/2024</b>	<b>TBD</b>
LIBRARY Board of Trustees Ranking and Approval	<b>03/14/2024</b>	<b>6:00 P.M.</b>
Notice of Intent to Enter Negotiations with Top Ranked CMARs	<b>03/15/2024</b>	<b>10:00 A.M.</b>
Contract Negotiations	<b>03/18-04/26/24</b>	<b>TBD</b>
LIBRARY Board of Trustees Contract Approval	<b>05/09/2024</b>	<b>TBD</b>
Tentative Date to Award Contract	<b>05/10/2024</b>	<b>TBD</b>

**11. MANDATORY PRE-PROPOSAL CCONFERENCE:**

**A Mandatory Pre-Response Conference will be conducted on Wednesday, December 13, 2023 at 9:00 A.M.** The meeting location is the Orlando Public Library, 101 E. Central Blvd., Orlando FL 32801, 1st floor lobby. All interested parties are encouraged to send a maximum of four (4) representatives to this mandatory meeting.

**12. CMAR PRESENTATIONS:**

Oral presentations and interviews of responding CMARs that pass steps one (1) and two (2) of the selection process noted below, will be held at the LIBRARY Main Branch 101 East Central Blvd, Orlando FL 32801, **between February 26, 2024 and March 1, 2024, time of oral presentations is TBD.** The LIBRARY desires to select at least three (3) CMARs to provide oral presentations. Attendees from the CMAR must include the Senior Project Manager responsible for the construction and construction management/coordination of the Main Library First Floor Renovation Project. CMAR may choose to include up to two (2) additional attendees if felt necessary.

**13. PROTESTS:**

Failure to file a protest to the LIBRARY’s Chief Financial Officer by 5:00 PM on the fifth full business day after the award notification date shall constitute a waiver of protest proceedings.

## **GENERAL TERMS AND CONDITIONS:**

### **G-1. GENERAL INFORMATION:**

The response page(s), and all forms listed on the response page(s) shall be completed, signed, and sealed and submitted per Section 9 “**INSTRUCTIONS TO CMARs:**” above on or before the specified time and date.

**Failure to comply with the preceding requirements shall result in the rejection of the CMAR’s response.**

By submission of a response to this RFQ, the CMAR agrees that all costs associated with the preparation of its response will be the sole responsibility of the CMAR. The CMAR also agrees that the LIBRARY bears no responsibility for any costs associated with the preparation of the response and/or any administrative or judicial proceedings resulting from the solicitation process.

The CMAR understands that this RFQ does not constitute an agreement or contract between the LIBRARY and the CMAR.

Any CMAR who submits in its response to the LIBRARY with any information that is determined by the LIBRARY, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

Failure of any CMAR to comply with the INSTRUCTIONS TO CMARs and the terms and conditions of this Request for Qualifications, may render the response non-responsive and ineligible from further consideration.

### **G-2. QUESTIONS REGARDING THIS RFQ:**

All questions or concerns regarding this Request For Qualifications shall be submitted via email to [OCLSBIDS@ocls.info](mailto:OCLSBIDS@ocls.info) no later than 3:00 PM Tuesday, January 2, 2024 referencing the RFQ number. The LIBRARY shall issue an addendum to the Request For Qualifications addressing the written questions submitted by the specified due date. The addendum shall be available on the Library’s Procurement Website <https://ocls.info/board-trustees/advertised-solicitations> for access by potential CMARs. CMARs are instructed not to contact the initiating division directly.

This provision exists solely for the convenience and administrative efficiency of the LIBRARY. No CMAR or other third party gains any rights by virtue of this provision or the application thereof, nor shall any CMAR or third party have any standing to sue or cause of action arising there from.

### **G-3. CLARIFICATIONS:**

It is the CMAR’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request For Qualifications. Lack of understanding and/or misinterpretation of any portions of this Request For Qualifications shall not be cause for subsequent protest of award. CMARs must contact the LIBRARY’s Chief Financial Officer, via

email to [OCLSBIDS@ocls.info](mailto:OCLSBIDS@ocls.info) **prior** to the opening of RFQ responses, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the CMAR and the LIBRARY.

#### **G-4. INSPECTION OF FACILITIES/AREAS:**

It is the CMAR's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the CMAR. **The only date to inspect the facility is during the mandatory pre-response meeting on Wednesday, December 13, 2023.**

Failure to visually inspect the facilities and any resulting lack of understanding and/or misinterpretation of the scope of the work involved from this Request For Qualifications shall not be cause subsequent protest of award. After agreement on the GMP, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the GMP amount.

#### **G-5. CONTRACTUAL AGREEMENT:**

This Request For Qualifications shall be included and incorporated in the final contract. The order of contract precedence will be the contract, this Request for Qualifications, and response. Any and all legal actions associated with this Request For Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFQ shall be the Ninth Circuit Court in and for Orange County, Florida

#### **G-6. FEDERAL AND STATE TAX:**

The LIBRARY is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Chief Financial Officer will sign an exemption certificate submitted by the Contractor.

CMARs doing business with the LIBRARY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LIBRARY, nor shall any CMAR be authorized to use the LIBRARY's Tax Exemption Number in securing such materials.

#### **G-7. NOT USED:**

#### **G-8. CONFLICT OF INTEREST:**

The award is subject to provisions of applicable State Statutes and LIBRARY Procedures. All CMARs must disclose with their responses the name of any officer, director, or agent who is also an employee the LIBRARY. Further, all CMARs must disclose the name of any LIBRARY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the CMAR's company or any of its subsidiaries/branches. Should the CMAR permanently or temporarily hire



any LIBRARY employee who is, or has been, directly involved with the CMAR prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the LIBRARY.

**G-9. LEGAL REQUIREMENTS:**

CMARs shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, contractor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

**G-10. NOT USED:**

**G-11. AVAILABILITY OF FUNDS:**

The obligations of the LIBRARY under this award are subject to the availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this procurement.

**G-12. CONVICTED VENDORS:**

A person or affiliate placed on the convicted vendor list pursuant to Section 287.133 of the *Florida Statutes* following a conviction for a public entity crime is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the LIBRARY for a period of thirty-six months from the date of being placed on the convicted vendor list.

**G-13. DISCRIMINATORY VENDOR:**

An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the *Florida Statutes* is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the LIBRARY for a period of thirty-six months from the date of being placed on the discriminatory vendor list.

**G-14. NOT USED:**

**G-15. REFERENCES:**

A contact person listed as a reference shall be someone who has personal knowledge of the CMAR's performance for the specific project listed. The contact person shall have been informed that they are being used as a reference and that the LIBRARY may be contacting them. The references shall be a principal, owner or a representative of the owner of the project that is listed by CMAR in its list of prior experience. Contractors or sub-contractors who will provide services for the PROJECT shall not be accepted as references. **DO NOT** list principals or officers who

shall not be able to answer specific questions regarding the projects listed under prior experience. Failure of references listed to respond to the LIBRARY's inquiries may negatively impact the responsiveness of the CMAR's response to this RFQ.

**G-16. CMAR's REPRESENTATION AND AUTHORIZATION:**

In submitting a response, each CMAR understands, represents, and acknowledges the following (if the CMAR cannot so certify to any of following, the CMAR shall submit with its response a written explanation).

- The CMAR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CMAR, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CMAR any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- The CMAR is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the response, the CMAR, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the CMAR has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The CMAR has fully informed the LIBRARY in writing of all convictions of the CMAR, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the CMAR and its affiliates for violation of Federal or State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the CMAR nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or

otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.

- The CMAR shall indemnify, defend, and hold harmless the LIBRARY and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the CMAR's preparation of its response.
- The CMAR certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The CMAR certifies it does not do business in Cuba or Syria.

#### **G-17. INSURANCE AND BOND REQUIREMENTS:**

The LIBRARY shall be named as additional insured on all policies. The selected CMAR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY's review or acceptance of insurance maintained by the selected CMAR is not intended to and shall not in any manner limit or qualify the liabilities assumed by CMAR under this contract. The selected CMAR is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CMAR shall require and ensure that each of its sub-contractors providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

#### ➤ **Required Liability Coverage:**

- Commercial General Liability - The CMAR shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than **\$1,000,000 (one million dollars) per occurrence**, \$2,000,000 general aggregate and \$2,000,000 aggregate for products completed operating hazard. CMAR shall also maintain umbrella coverage of \$3,000,000 each occurrence/combined. The CMAR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

➤ **Required Liability Endorsements:**

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

➤ **Required Automotive Coverage:**

- Business Automobile Liability - The CMAR shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than **\$500,000 (five hundred thousand dollars) per accident**. In the event the CMAR does not own automobiles the CMAR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements: None

➤ **Required Workers' Compensation Coverage:**

- Workers' Compensation - The CMAR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than **\$100,000 each incident** of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CMAR using an employee leasing company shall complete the Leased Employee Affidavit. Note: The use of employee leasing companies is not permitted under this RFQ and resulting contract.

➤ **Required Workers' Compensation Endorsements:**

- Waiver of Subrogation- WC 00 03 13 or its equivalent

➤ **Required Fidelity Liability Coverage:**

- Fidelity / Employee Dishonesty - with a limit of not less than or equal to the Contract Amount per occurrence/claim

When a self-insured retention or deductible exceeds \$50,000 the LIBRARY reserves the right to request a copy of the CMAR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CMAR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CMAR agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CMAR of the obligation to provide replacement coverage.

**By entering into this contract CMAR agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CMAR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CMAR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any work provided under the contract the CMAR shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CMAR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

The CMAR shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CMAR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The CMAR shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CMAR shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees  
c/o Chief Financial Officer  
101 East Central Blvd  
Orlando, Florida 32801

**Bonds:** The contract shall require that CMAR furnish unconditional performance and payment bonds in an amount equal to 100% of the Contract Sum. The bonds shall comply with the requirements of Florida Statutes Section 255.05; however, "Conditional" Payment Bonds shall not be acceptable.

#### **G-18. INDEMNIFICATION**

The contract shall require that CMAR indemnify and hold harmless LIBRARY, and any of its respective employees and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CMAR and other persons employed or utilized by the CMAR in the performance of the contract.

**G-19. KEY PERSONNEL:**

The CMAR must list in its response, the Project Manager, Senior Project Manager, Quality Assurance Supervisor and other key personnel that will be assigned to this PROJECT. The listing will need to include their biography, years of service in the industry, years of service with the CMAR and their role in the project.

The Senior Project Manager and Project Manager must be two different individuals, both of the individuals shall be currently employed by the Prime Contractor. The Senior Project Manager or the Project Manager shall be a Professional Licensed General Contractor (GC), Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFQ. Other Key Personnel must be clearly identified on the organizational chart submitted with the proposal.

**G-20. VERIFICATION OF EMPLOYMENT STATUS:**

Prior to the employment of any person under this contract, the CMAR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CMAR during the contract term, and an express requirement that CMAR include in such sub-contracts the requirement that sub-contractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a response to this RFQ, the CMAR affirms that all employees in the above categories shall undergo e-verification before placement on any resulting contract from this RFQ process. The CMAR shall commit to comply with this requirement by completing and submitting the E-Verification certification, attached to this solicitation with their response submission.

**G-21. SUBCONTRACTING:**

Subcontracting is allowed in this contract. CMAR must list each subcontractor, their specialty and the percentage of work they will perform under this contract.

**G-22. CONFLICT OF INTEREST FORM:**

CMAR shall complete the Conflict of Interest Form attached hereto and submit it with their response.

**G-23 TOBACCO FREE CAMPUS:**

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas, roof tops and worksites. It is also applicable to CMARs and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**G-24. DRUG FREE WORKPLACE:**

By submission of a response to this RFQ, the CMAR acknowledges the LIBRARY's Drug Free Workplace requirement applies to the CMAR and their sub-contractors. The CMAR shall complete and submit the Drug Free Workplace Form attached to this solicitation with their response submission. Sub-contractors will be required to submit same prior to contract is issued.

**G-25. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By submission of a response to this RFQ, the CMAR affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**G-26. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS):**

By submission of a response to this RFQ, the CMAR acknowledges that the LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The CMAR acknowledges that if a contract is issued between the LIBRARY and the CMAR the CMAR agrees to and will require any sub-contractor to comply with Florida's Public Records Law. Specifically, the CMAR and any sub-contractor shall:

- A. Keep and maintain public records required by LIBRARY to perform the service.
- B. Upon request from LIBRARY's Custodian of Public Records, provide LIBRARY 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 in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CMAR does not transfer the records to LIBRARY.
- D. Upon completion of the contract, CMAR agrees to transfer at no cost to LIBRARY all public records in possession of the CMAR or keep and maintain public records required by LIBRARY to perform the service. If the CMAR transfers all public record to LIBRARY upon completion of the contract, the CMAR shall 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 completion of the contract, the CMAR shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to LIBRARY, upon request from LIBRARY's Custodian of Public Records, in a format that is compatible with the information technology systems of LIBRARY.

E. A CMAR who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

**F. IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS REQUEST FOR QUALIFICATIONS, CONTACT LOVEVIA WILLIAMS THE LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**101 East Central Blvd, 5th Floor, Orlando, FL 32801  
Phone: 407-835-7323 Fax: 407-835-7649  
E-Mail: PublicRecordRequest@OCLS.info**

**G-27. PAYMENT TERMS/DISCOUNTS:**

The LIBRARY's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act.

**G-28. PATENTS AND ROYALTIES:**

Unless otherwise provided, the CMAR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Request For Qualifications.

The CMAR, without exception, shall indemnify and save harmless the LIBRARY and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the CMAR. In the event of any claim against the LIBRARY of copyright or patent infringement, the LIBRARY shall promptly provide written notification to the CMAR. If such a claim is made, the CMAR shall use its best efforts to promptly purchase for the LIBRARY any infringing products or services or procure a license, at no cost to the LIBRARY, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the LIBRARY agrees to return the article on request to the CMAR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**G-29. NOT USED:**



**G-30. SUCCESSORS AND ASSIGNS:**

The contract shall provide that the CMAR will not assign, sublet, convey or transfer its interest in the contract without the written consent of the LIBRARY.

**G-31. PRICING/AUDIT:**

The contract will provide that the CMAR establish and maintain a reasonable accounting system, which enables ready identification of CMAR's cost of goods and use of funds as it relates to the PROJECT. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of the project. The LIBRARY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CMAR or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CMAR's place of business. This right to audit shall include the CMAR's subcontractors used to procure services under the contract with the LIBRARY. CMAR shall ensure the LIBRARY has these same rights with subcontractors and suppliers.

**G-32. EMPLOYEES OF THE CMAR:**

All work under the contract shall be performed in a professional and skillful manner. The LIBRARY may require, in writing, that the CMAR, remove from this contract any employee the LIBRARY deems incompetent, careless, or otherwise objectionable.

**G-33. COPIES:**

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with the LIBRARY's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

**G-34. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES:**

If a prospective CMAR considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the LIBRARY's Chief Financial Officer prior to the opening of responses to this RFQ.

**G-35. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK:**

CMARs and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

**G-36. NOT USED:**

**G-37. LICENSING REQUIREMENTS:**

The following licensing requirements, at a minimum, shall apply when the applicable Florida statute mandates specific licensing for trades such as construction managers, electricians, plumbers, roofers, etc. engaged in the type of work covered by this solicitation.

- State of Florida, Department of Professional Regulation, Construction Industry Licensing Board (per various trades) and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- State of Florida, Department of Professional Regulation, Electrical Contractors' Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified electrical work.
- Said licenses shall be in the CMAR's name as it appears on the Official Response Form. CMAR shall supply appropriate license numbers, with expiration dates, as part of their response. Failure to hold and provide proof of proper licensing, certification and registration shall be grounds for rejection of the response.
- **CMAR shall provide copies of all applicable licenses with their RFQ response.**
- Subconsultants contracted by the CMAR shall be licensed in their respective fields.

**G-38. ASBESTOS FREE MATERIALS:**

By submission of a response to this solicitation, the CMAR acknowledges that if a contract is issued between the LIBRARY and the CMAR, the CMAR shall provide a written and notarized statement on company letterhead to certify and warrant that the PROJECT was built with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CMAR agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design or renovation, CMAR shall be liable for all costs related to the redesign or modification of the construction of the PROJECT so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design or installation by CMAR that includes asbestos containing materials, the CMAR shall also be liable for all costs related to the abatement of such asbestos.

**G-39. Rules of Conduct:**

A copy of the LIBRARY's Rules of Conduct is attached to this RFQ as Attachment D. Upon award of a contract, the CMAR will be provided additional copies of the LIBRARY's Rules of Conduct. CMAR is to share the Rules of Conduct with their staff and sub-contractors and ensure their employees as well as sub-contractor employees adhere to the same. In particular, Rules 26 and 27 concerning the possession and/or consumption of alcohol and controlled substances.

**G-40. Parking:**

The LIBRARY will show CMAR where they are to park their vehicles at the work location as not to block LIBRARY patrons access to the various locations. CMARs are to caution their employees NOT TO park in ADA / Handicap spots. Repeated offenses will result in that employee being removed from the contract and possibility of the vehicle being towed. CMAR and/or employee will be responsible for any fees, tickets or fines as a result of parking violations.

Note: The LIBRARY has limited parking available. The CMAR will need to negotiate with the City of Orlando for garage or street parking and/or with local businesses to park in their lots.

**G-41. SECURITY AND IDENTIFICATION:**

- A. The CMAR is responsible for obtaining the necessary forms for background checks on Key Personnel and Key Sub-Contractor Personnel before working at the LIBRARY (a Level 1 - 5 years FDLE Background check preferred).
- B. The CMAR, or their sub-contractors, shall be responsible for all costs for background investigations. The LIBRARY shall have the right to request any additional investigative background information including, but limited to, the employment record, Right-To-Know records, E-Verify system records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The CMAR shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The LIBRARY reserves the right to conduct its own investigation of any employee of the CMAR.
- C. CMAR will provide, or coordinate the issuance of, photo ID badges to all Key Personnel and generic ID badges to day workers. An affidavit of Identity form (issued by the CMAR) and a State of Florida ID or Driver's License will be required from the staff before being issued an ID. CMAR will maintain a log of all badges issued and returned.

**G-42. CONSTRUCTION SCHEDULE:**

During the PROJECT, the CMAR shall sequence their work to accommodate the scheduled construction activity to complete the PROJECT on-time and within budget.

**G-43. WORK RESTRICTIONS:**

The CMAR shall provide their own equipment and method of construction waste disposal.

**The CMAR shall maintain a clean and safe work environment. Trash shall be disposed of daily, all work areas shall be kept neat and orderly,** halls and floors free of slip and trip hazards and waste materials (e.g., paper, cardboard) and other fire hazards shall be removed from work areas. Waste materials shall be properly sorted to allow for recycling and possible LEED credits.

The CMAR shall adhere to all OSHA housekeeping and safety requirements. Deviations from these standards shall be corrected at the direction of the LIBRARY and the non-reimbursable cost of the CMAR. The LIBRARY will retain the right to utilize a third party in the event the CMAR fails to maintain site properly.

Employee facilities need to be adequate, clean and well maintained. Washroom facilities require cleaning once or more each shift. They also need to have a good supply of soap, towels plus disinfectants, if needed. The CMAR shall supply all facilities as needed for the duration of the PROJECT.

Availability of space for staging/lay down area is very limited and such will determine whether LIBRARY will permit the CMAR to set up a staging area. The LIBRARY Project Manager will make reasonable staging/storage accommodations on property. The CMAR staging area on site will depend on availability of space; however, relocation of staging area may be required during the PROJECT. The CMAR may need to negotiate with the City of Orlando and/or with local businesses to for their staging area needs.

After completion of the work, the CMAR shall replace or restore to the original condition all affected areas within the PROJECT limits. The CMAR shall provide all materials for patching and painting per the finishes information to the LIBRARY Project Manager.

#### **G-44. OWNER PROVIDED EQUIPMENT (OPE)/CMAR INSTALLED:**

If the CMAR is provided with owner equipment and/or material, the CMAR shall install, connect, erect, use, clean and condition, as required, in accordance with the instructions of the applicable manufacturer warranty. The CMAR shall schedule and coordinate with the LIBRARY Project Manager the inspections and delivery of equipment and/or material during normal business hours between 8 am - 5 pm EST Monday through Friday. Any request outside of normal business hours must be approved by LIBRARY Project Manager at least forty-eight (48) hours in advance. The CMAR shall inspect the equipment and/or material prior to accepting it. After acceptance, the CMAR shall assume and accept full and complete responsibility and liability for the storage, custody, security, care and safe-keeping of the equipment and/or material in the event of theft, pilferage, fire or any other damage or loss until such time as said material and/or equipment is incorporated in the Work, and the Work is completed and accepted by the LIBRARY. Any delivered equipment/material found to be damaged shall be reported to LIBRARY Project Manager within 48 hours (via email with pictures and serial number and description of damages). The Owner will be responsible for contacting suppliers regarding any warranty issues. After installation, the CMAR shall guarantee the workmanship during the equipment/material warranty period.

#### **G-45. CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME:**

**GMP Amount** - The GMP Amount constitutes the total compensation payable to the CMAR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CMAR shall be at the CMAR's expense without change in the GMP Amount. The GMP Amount may only be changed by written Change Order issued by the LIBRARY. Any claim for

an increase in the GMP Amount shall be in writing and delivered to the LIBRARY's Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the GMP Amount shall be determined by the LIBRARY's Project Manager. However, no claim for an adjustment to the GMP Amount will be considered for unforeseeable causes even if beyond the fault or negligence of the CMAR or its Subcontractors or supplier such as acts of God, floods, riots, etc. However, this restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the GMP Amount or Contract Time shall be incorporated in a Change Order.

**Change of Contract Time** - The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the LIBRARY's Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Time shall be determined by the LIBRARY's Project Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the CMAR (and his Subcontractors and Suppliers) if it makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the LIBRARY; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

#### **G-46. UTILITY COORDINATION:**

The CMAR shall coordinate any utility improvements and / or relocations for this PROJECT. The CMAR shall not use utility delays as a basis for additional compensation. The CMAR shall coordinate with utilities and shall cooperate fully with utility companies in the relocation of their facilities.

#### **G-47. REQUEST FOR INTERPRETATION/INFORMATION (RFI):**

The LIBRARY will require a reasonable amount of time, at least 10 business days, to respond to any RFI submitted by the CMAR. Any delays in responding to the RFI shall not be the basis for reimbursement of any additional compensation, including delay claims.

**G-48. LIQUIDATED DAMAGES:**

**JOB SEGMENT DEADLINES:** A detailed segment completion schedule will be approved by the LIBRARY and will be attached and made a part of the Contract between the CMAR and the LIBRARY. The purpose of this schedule is to:

1. Provide job segment deadlines for the CMAR upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the CMAR'S monthly invoices for progress payments called for in the Contract between the CMAR and the LIBRARY; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in the Contract between the CMAR and the LIBRARY.

Should the CMAR fail to substantially complete all Work under the Contract between the CMAR and the LIBRARY and make the PROJECT available for beneficial use on or before the date stipulated for **Substantial Completion** (or such later date as may result from extension of time granted by LIBRARY), CMAR shall pay and/or the LIBRARY may retain from the compensation otherwise to be paid to the CMAR, as liquidated damages, the following amounts:

**\$500.00 per day**

For each consecutive calendar day that terms of the Contract between the CMAR and the LIBRARY remain unfulfilled beyond date allowed by the Contract between the CMAR and the LIBRARY, which sum is agreed upon as a reasonable and proper measure of damages which LIBRARY will sustain per diem by failure of CMAR to complete work within time as stipulated; it being recognized by LIBRARY and CMAR that the injury to LIBRARY which could result from a failure of CMAR to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the CMAR.

For each consecutive calendar day that the work remains incomplete after the date established for **Final Completion**, the LIBRARY will retain from the compensation otherwise to be paid to the CMAR, as liquidated damages, the following amounts:

**\$250.00 per day**

This amount is the mutually agreed upon minimum measure of damages the LIBRARY will sustain by failure of the CMAR to complete all remedial work, correct deficient work, clean up the PROJECT and other miscellaneous tasks as required to complete all Work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

**G-49. CONTRACT TERMINATION, CANCELLATION AND SUSPENSION:**

The LIBRARY reserves the right to suspend Contract between the CMAR and the LIBRARY if determined it is in the best interest of the LIBRARY to do so.

If the PROJECT or the Services are suspended, canceled, or abandoned by the Owner, CMAR shall be given written notice of such action promptly from Owner.

The CMAR will recover from Owner, as complete and full satisfaction for terminated, canceled, or suspended services, the actual unpaid costs of all services satisfactorily completed by the CMAR up to the date of termination, cancellation, or suspension, subject to approval by Owner. The CMAR waives any and all claims for anticipated profits, lost overhead, or any other claim or theory arising out of a termination, cancellation, or suspension of this contract.

Regardless of the cause or reason for termination, cancellation or suspension of this contract, on the effective date of termination the CMAR shall (i) immediately discontinue performance of the services on the date specified in such notice, (ii) preserve work in progress pending disposition instructions by Owner, and (iii) promptly make arrangements to depart the PROJECT site.

**G-50. Minimum Qualifications to Submit Bid:**

CMARs desiring to submit a response to this RFQ for the PROJECT, as described herein, shall have the following Minimum Qualifications:

- CMAR must be a licensed construction manager in the State of Florida for at least the last five (5) years
- CMAR must be licensed (or the sub-contractors be licensed) in the various construction trades such as electrical, plumbing, HVAC, roofing, etc. as a contractor in the State of Florida for at least the last five (5) years
- CMAR must be licensed to do business in Orange County Florida
- CMAR must have built or renovated a minimum of three (3) libraries ( or public assembly facilities ) with a minimum of 15,000 sq ft of conditioned space and with costs that exceeded \$3,000,000 in the last ten (10) years
- CMAR must have No unresolved litigation against the LIBRARY or Orange County, Florida
- CMAR must submit three (3) positive references from owners of other similar projects as described in the Scope of Work section listed above.
- CMAR must identify and appointment of an experienced and capable Project Manager and Senior Project Manager for the PROJECT.
- CMAR must have No conflicts of interest as described in this RFQ.

**G-51. PROPOSAL SUBMITTAL INSTRUCTIONS:**

CMARs desiring to submit a response to this RFQ for this PROJECT, as described herein, shall submit responses per the instructions noted in Section 9 “ **INSTRUCTIONS TO CMARs** “ above:

**Responses shall be submitted no later than 3:00 P.M. local time, on Friday, February 2, 2024 to:**

Orange County Library System  
Attn: Kristopher Shoemaker, Chief Financial Officer  
5<sup>th</sup> Floor Human Resources Reception Desk  
101 East Central Blvd.  
Orlando, Florida 32801

The response to this RFQ must be submitted on 8-1/2" X 11" paper (drawings and/or graphics can be on 11" x 17" paper), three-hole punched, 12-point font, pages numbered, with headings, sections, and sub-sections that directly correlate/address specifically ALL required submittal information in their respective order identified below. Interested CMARs must submit ten (10) hard copies (ie: printed in binders and with section tabs), one of which needs to be labeled “Original”, and one (1) electronic copy on a USB device. Electronic copy shall be in PDF format – the most recent software version.

**Responses shall include the following:**

**A. Title Page:** Identify the RFQ subject, name of CMAR, CMAR's address, phone and facsimile number, primary point of contact, primary point of contact's title, phone number, mailing address, e-mail address for receipt of notifications, and date of submittal.

**B. Table of Contents:** Provide identification of the material by section and by page number.

**C. Letter of Transmittal:** On company letterhead, briefly state the understanding of the CMAR regarding the work to be performed and make a positive commitment to perform the work within the specified time period.

Include the following:

- Type of business (sole proprietorship, partnership, corporation, etc.); and
- State of incorporation; and if the entity is a certified minority business
- Headquarters location and if any offices are located in the State of Florida; and
- Include the names and contact information of the persons who will be authorized to make representations for the CMAR; and
- Be signed by a representative who is authorized to contractually bind the CMAR and include the agent's title or authority.



**D. Profile and Qualifications:** Experience and qualifications of the CMAR and proposed PROJECT specific staff.

**D-1. CMAR Organization Description:** On company letterhead, give a brief history of the organizational structure of the CMAR, including the organization's date of inception, number of employees (both full time and part-time) and CMAR's web address. If the CMAR has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.

**D-2. Previous Experience:** In order to submit a response to this RFQ, CMAR must be experienced in providing CMAR services for at least three (3) public projects (preferably libraries) with a minimum of 15,000 square feet of conditioned space and a total construction cost in excess of \$3,000,000 within the last ten (10) years. Subconsultants may be used to qualify for the various trades portions of this required experience. Provide current/past performance within the last ten (10) years of the CMAR in successfully completing **similar projects**. Indicate the specific services provided by the CMAR and proposed subconsultants; this should include identification of all "in-house" services provided by direct employees of the proposing CMAR and those of subconsultants.

Using forms EXP-SPM 1 thru 4 and EXP-PM 1 thru 4 provide the required information on at least three (3) similar projects for the Senior Project Manager and at least three (3) similar projects for the Project Manager within the last ten (10) years.

**"Similar Projects"** for the proposed Construction Manager at Risk (CMAR) Senior Project Manager and the proposed Project Manager for the Request for Qualifications (RFQ) has been defined as a single project, (if a phased project all phases shall be *substantially completed*), successfully completed and construction of the entire project certified substantially complete, within the past ten (10) years prior to the due date of proposals submitted for this RFQ within the contiguous United States, Alaska, and Hawaii that included Construction Manager at Risk Services as follows:

a. Project Type A: Three (3) Similar Projects that are renovation or expansion of library or public assembly building space of at least 15,000 square feet of Conditioned space.

OR

b. Project Type B: Three (3) Similar Projects that are new construction of library or public assembly building space of at least 15,000 square feet of conditioned space.

OR

c. A combination of Project Type A and Project Type B

AND

- d. Each “Similar Project” shall include the following elements as a minimum: foundation, structural elements, HVAC, primary electrical components, plumbing, fire protection, audio/visual and security installations, dynamic signage and data communication elements. Descriptions should include proposed key personnel’s roles in coordination and cutover procedures for existing utilities, screening of construction activities and phasing of construction to minimize operational disruption. Both Project Type A and B should include experience with premium architectural finishes, truss curtainwall systems, and computer-controlled building systems.

**In order to receive consideration as a “Similar Project” each project shall fully meet the above similar project description. Failure to meet these requirements will result in the project not considered as a similar project and receive a score of zero for that project.**

Each “Similar Project” will be scored based on the following elements:

1. **A)** Construction costs in excess of \$3 million, per project, for three (3) projects for the **Senior Project Manager** (defined as the individual who managed the administrative elements of the project, was the primary point of contact for the client, directed the production of the planning/design/construction work products, while performing those services from initial design to substantial completion of the project) and;  
**B)** Construction costs in excess of \$1.5 million, per project, for three (3) projects for the **Project Manager** (defined as the Individual who assisted the Senior Project Manager as the lead technical supervisor of the project planning/design/construction activities from initial design to substantial completion of the project as described in the similar project criteria. The position served as the point of contact for the client in the Senior Project Manager’s absence).
2. Participated in a Construction Manager at Risk Contract with Guaranteed Maximum Price delivery method.
3. Management and oversight of project construction of structural steel and concrete framing, mechanical and electrical installations, hydronic piping systems, programmable building automation systems.
4. Performance of design assist in project design services including, but not limited to, schematic through construction documents, architectural, electrical, plumbing, mechanical, and structural design categories. Providing constructability reviews and assistance in developing phasing and logistic plans.
5. Performance of value engineering reviews, constructability and analysis at all stages of programming, design and construction following a structured approach to developing, evaluating and selecting alternatives to provide best value.
6. Performing and Coordinating Project Estimates using standard CSI categories, identifying and reconciling cost discrepancies.

7. Development and maintenance of project schedule utilizing industry standard computer scheduling software, integration of several independent schedules into a single master construction schedule. Experience with design schedules, procurement of long lead items and analysis of delays or other interruptions.
8. Development of Green Sustainable Project Requirements. Development with Owner Project Requirement documentation, impact of Green Sustainable Project Requirements upon project costs.

**SCORING CRITERIA:**

**Senior Project Manager Scoring Criteria:** Element “1”, “2”, “3”, and “4” are mandatory elements. Those “Similar Projects” with less than the first four (4) mandatory elements will not be considered similar and receive a score of zero. In order to receive consideration for one-half (1/2) point, a “Similar Project” must contain elements “1”, “2”, “3”, and “4” and at least three (3) of the remaining elements 5 through 8. In order to receive one (1) full point, a “Similar Project” must contain all eight (8) total elements including all four (4) mandatory elements.

**Project Manager Scoring Criteria:** Element “1”, “2”, “3”, and “4” are mandatory elements. Those “Similar Projects” with less than the four (4) mandatory elements will not be considered similar and receive a score of zero. In order to receive consideration for one-half (1/2) point, a “Similar Project” must contain elements “1”, “2”, “3”, and “4” and at least two (2) of the remaining elements. In order to receive one (1) full point, a “Similar Project” must contain eight (8) total elements including all four (4) mandatory elements.

The Senior Project Manager and Project Manager shall be two different individuals, both of the individuals shall be currently employed by the Prime Contractor. The Senior Project Manager OR the Project Manager shall be a Professional Licensed General Contractor (GC), Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFQ. A copy of the General Contractor’s License, and / or a CCM, PMP, PgMP, or PfMP Certificate is required to be submitted with the response.

All elements of the project must have been successfully completed and construction of the entire project certified substantially complete. The “Similar Projects” must have been certified “Substantial Completion” prior to the due date of proposals submitted for this RFQ. Substantial Completion is defined as when 90% of the Work in accordance with the construction contract documents is completed, so that the owner may use or occupy the project or designated portion for the intended purpose. If a phased Project, all phases shall be substantially completed. The date of substantial completion must be prior to the due date of proposals for this RFQ.

Successfully Completed/Final Completion Is defined as Completion of the Work and the Owner has accepted the Work.

Under this similar project description, the project may have been performed under a specific contract. Also, a specific project (task authorization) performed under a continuing contract may be submitted. However, the continuing contract is not acceptable as a similar project. If a specific project (task authorization) is submitted to represent any similar project, all details on the similar project form shall be limited to the specific project (task authorization). All elements of a similar project shall be demonstrated within the specific project (task authorization) and not the continuing contract. Continuing contracts submitted as a similar project will receive a score of zero points. Task authorizations completed under a continuing contract may be submitted as a similar project.

To be credited as "Similar Projects" for the proposed Senior Project Manager and Project Manager, the individual must have served in the role as defined above from initial design to substantial completion of the project design and construction activities, budget, and schedule duration. If the proposed Senior Project Manager and Project Manager did not manage from initial design to substantial completion, that project shall receive a score of zero (0).

**The CMAR shall ensure that the basic descriptions of the similar project, including all required performance requirements and/or dimensions are identified and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.**

**Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project's score.**

Note: *Determination of a project as similar shall be at the sole discretion of the LIBRARY.*

**D-3. Qualifications of Sub-Contractors:** Using form TEAM LISTING provide a list of proposed sub-contractors by trade and indicating which are Key Sub-Contractors. Using forms EXP-TEAM and KEY-MEMBER describe the background/qualifications of each sub-contractors (if any), the sub-contractor's specialty and their applicable license number, the sub-contractor assignments, and percentage of sub-contractor involvement. If available, provide web addresses for the sub-contractor(s). If the sub-contractor has a minority, women, and/or service-disabled veteran business status with Orange County Board of County Commissioners and/or the City of Orlando, provide a copy of said certification.

A Key Sub-Contractor is one who will perform a substantial scope of work that is critical to the success of the project. This work may require managerial and organizational skills, construction specialties or project specific resources to achieve a successful project outcome. Key Sub-Contractors must be clearly identified on the organization chart submitted with the proposal. The CMAR shall not substitute any Key Sub-Contractor without the prior written approval of the LIBRARY's Chief Financial Officer.

**D-4. References:** Provide at least three (3) references from projects the CMAR and sub-contractors worked together as a team, including contact names, e-mail addresses and phone numbers, for similar projects completed in the last ten (10) years. The LIBRARY intends to contact client references listed by the CMAR in its response.

**D-5. Key Personnel:** Using forms EXP-PM and EXP-SPM, provide biographies/resumes of proposed, Project Manager, Senior Project Manager, and all other key CMAR lead members of the staff/team that will be assigned to this effort. The biographies shall include their position, years of experience, tenure with the CMAR, certifications and similar successful projects relating to LIBRARY's requirements. Include an organization chart clearly identifying key personnel, their functional role, the firm they are employed by, and their primary work location. The Project Manager and the Senior Project Manager are to be two (2) separate individuals.

It is the responsibility of the CMAR to verify subcontractors and/or other team member's satisfactory performance on previous LIBRARY projects.

Substitution of the Senior Project Manager, Project Manager or Other Key Personnel: The CMAR shall not substitute any key personnel without the prior written approval of the LIBRARY's Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

**D-6. Conflict of Interest:** Indicate any potential conflicts of interest with the LIBRARY, including the LIBRARY's Board of Trustees.

**D-7. Legal:** Provide list of all lawsuits by and against the CMAR and sub-contractor(s) over the past five (5) years.

**E. Scope of Services:** Each response must address, at a minimum, a description of the CMAR's approach to the building/construction concepts and the Scope of Services as stipulated above ( and detailed in Attachment A ), a milestone schedule ( ie: gnatt Chart ), assuming January 1, 2025 as the construction Notice to Proceed Date, for all phases of the project, any additional supporting documentation to show understanding of the intent of the Project and the scope of services, and any comments or recommendations regarding the contents of the scope of services.

**F. Additional Information:** The CMAR may choose to provide any additional relevant information in this section. If there is no additional information to present, state in this section, "There is no additional information that we wish to present".

**G. Required Submittals:**

1. Cover Page and W-9
2. Acknowledgement of RFQ Addenda Page
3. Authorized Signatories/Negotiators Page
4. Drug Free Workplace Acknowledgement Form
5. Conflict of Interest and Litigation Statement Form
6. E-Verification Certification Form
7. Relationship Disclosure Form

8. Vendor Certification Regarding Scrutinized Companies Lists Form
9. Title Page ( from page 24 )
10. Letter of Transmittal ( from page 24 )
11. Organizational Chart ( from pages 29 and 69 )
12. State and County Licenses ( from page 18 )
13. MWBE Certificates as Applicable
14. CMAR References ( from page 23 )
15. Project Manager and Senior Project Manager Bio / Resume ( from page 29 )
16. Team References ( from page 29 )
17. Sub-Contractor List ( from page 28 )
18. Sub-Contractor Qualifications ( from page 28 )
19. Form TEAM LISTING ( from pages 64-67 )
20. Form KEY MEMBER ( from page 68 )
21. Form EXP-TEAM ( from page 68-69 )
22. Form CMP ( from page 68 )
23. Form EXP-SPM ( from pages 71-74 )
24. Form EXP-PM ( from page 76-79 )
25. Form APPROACH ( from page 80 )
26. GNATT Chart ( from page 80 )

**[ End of Response Submittal Requirements]**

**G-52. SELECTION of CMAR USING COMPETITIVE NEGOTIATIONS:**

The LIBRARY shall use a competitive negotiation process (section 287.055 of the *Florida Statutes*) in selecting the CMAR. CMAR responses shall be evaluated by the LIBRARY. The LIBRARY desires to select one (1) or more CMARs deemed as best suited and qualified shall be selected by a committee of at least three (3) LIBRARY employees for discussions and/or presentations, ranking, and subsequent negotiations with the highest ranked CMAR.

**A. Evaluation Criteria:** CMARs will be evaluated on the following criteria:

1. Qualifications/Experience: CMAR and sub-contractor(s) (if any) qualifications and experience with similar projects. (30%) { From Required Submittals 14-20 }
2. Background/Key Personnel: CMAR experience and qualifications of key personnel and references with similar projects. (30%) { From Required Submittals 15, 18, 21, 23, 24 }
3. Proposed Approach: CMAR's proposed approach to providing the services as described in Scope of Services noted above ( and detailed in Attachment A ). (25%) { From Required Submittals 22, 25 }
4. Schedule/Timeline: CMAR's commitment to meeting the documented schedule in order to meet the goals of the LIBRARY. (10%) { From Required Submittals 22, 25, 26 }
5. Other Relevant Factors: As set forth in subsection 287.055(4) of the *Florida Statutes*. (5%)

**B. Ranking:** CMARs will be ranked in a three-part process:

**Part 1.** Responses received will be evaluated to ensure that CMARs have met the submittal requirements stated in this RFQ.

**Part 2.** Responses received that have met the submittal requirements will be evaluated and ranked in accordance with the RFQ evaluation criteria listed above. A ranking will be established by totaling the sum of the scores. The LIBRARY desires to select at least three (3) CMARs to be scheduled for oral presentations. Neither the ranking nor the total scores established for the short-listing will be carried forward to the next step of the process.

**Part 3.** Short-listed CMARs will be required to **make oral presentations between February 26, 2024 and March 1, 2024** and answer questions. After the presentations, the selection committee will re-score each of the short-listed CMARs using the evaluation criteria listed above. The final scores will in turn determine the final rankings, which require approval by the LIBRARY Board of Trustees.

Once the LIBRARY Board of Trustees approves the final rankings, the LIBRARY will initially attempt to negotiate an agreement with the top ranked CMAR. If agreement is not reached with the top ranked CMAR, negotiations will be terminated with that particular CMAR and initiated with the next ranked CMAR, and so on, until an agreement is reached with a CMAR. After agreement is reached with the CMAR, the LIBRARY will negotiate with the next ranked available CMAR as the alternate CMAR for the SERVICES in the event that the top ranked CMAR is unable to perform SERVICES for the PROJECT.

The successful CMAR shall be required to execute an agreement in substantially the form of the attached which provides, among other things, for fixed hourly rates, a lump sum GMP, professional liability, and other, insurance, substantial completion date, liquidated damages, and that any and all plans, drawings, reports, and specifications that result from CMAR's services shall be the sole property of the LIBRARY.

All responses accepted by the LIBRARY are governed by this RFQ and any and all additional Terms and Conditions submitted by any CMAR are rejected and shall have no force and effect.

The LIBRARY reserves the right to reject any or all responses, for any reason, and will not be liable for any CMAR for cost incurred in connection with the preparation and submittal of a response or response to this RFQ.

**G-53. RESPONSIBLE VENDOR DETERMINATION:**

CMAR is hereby notified that Section 287.05701, Florida Statutes provides that the Library may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

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## **Attachment A**

### **SCOPE OF SERVICES**

**OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGER AT RISK SERVICES FOR  
THE ORANGE COUNTY LIBRARY DISTRICT  
MAIN LIBRARY FIRST FLOOR RENOVATION PROJECT**

**The Construction Manager at Risk (CMAR) shall provide Construction Management Services for the Orange County Library District's Main Library First Floor Renovation Project.**

#### **BACKGROUND AND PROJECT OVERVIEW**

For additional information about the existing LIBRARY facilities, demographics, and any other major related facts, proposers should go to the LIBRARY website at: [www.OCLS.INFO](http://www.OCLS.INFO).

The Orange County Library System (LIBRARY), an independent special taxing district to the State of Florida, and operates 15 locations throughout Orange County. The LIBRARY is currently undertaking the renovation of its Main Library's First Floor with approximately 45,000 square feet of conditioned space.

The LIBRARY's Administration Team and Facility Operations Manager is the User Group requesting this work and, therefore is named as the Owner going forward in this Scope of Services document.

#### **THE FOLLOWING SERVICES SHALL BE PROVIDED BY THE CMAR:**

The CMAR shall provide Construction and Pre-Construction Services for the above referenced Project. These services are described herein, as required per PROJECT needs.

The negotiated Guaranteed Maximum Price (GMP) fees and task-hour requirements shall be presented utilizing forms provided by the LIBRARY. The tasks included in this Scope of Services can be generally grouped into the following primary categories:

- General Responsibilities
- Design Assist
- Pre-Construction
- Construction
- Post Construction

This Scope of Services addresses each task within these elements and serves to further define specific Project requirements. The CMAR shall provide construction services in a timely manner



in order to allow sufficient time to complete construction within a mutually agreeable number of calendar days after 100% drawings are complete.

The construction contract shall be delivered as a "Construction Manager at Risk with a GMP". The Contractor shall be available to provide cost estimates for comparison and value engineering concepts for review.

The CMAR in conjunction with the LIBRARY's A/E Design Team shall manage and execute the design of the PROJECT to account for schedule and sequence of the work such that minimal to no impact shall result to the scheduled completion timeframe.

The Scope of Services to be provided under this contract will include complete preconstruction, construction and post construction services for all phases of the PROJECT, subject to the direction of the Owner. Further details of the categories to be provided are as follows:

## **1. GENERAL RESPONSIBILITIES:**

**1.1** The CMAR shall be responsible for the bid, award and day-to-day management of all Trade/Construction contracts for its contracted Project. The CMAR shall provide problem solving, quality assurance, scheduling, general and specific coordination of activities and trades, contract administration, scope and budget management, and management of construction at the contract level. The CMAR shall obtain all permits required for construction with the assistance of the LIBRARY's A/E Design Team. The LIBRARY will reimburse the CMAR or the LIBRARY's A/E Design Team for all permit application fees and review fees required to process construction documents and obtain approval from the Agency Having Jurisdiction (AHJ) over the Project. The CMAR shall maintain onsite a well-qualified Senior Project Manager and Project Manager.

The CMAR shall perform design assist, cost estimating, Project scheduling, value engineering, and constructability reviews. During the Enabling Work and Construction Phase, the CMAR's scope shall include management of all aspects of construction, coordination of all agencies having jurisdiction over the contracted Project, including but not limited to governing municipalities' Building Departments, systems commissioning, claims avoidance, safety monitoring and Project closeout and post construction warranty services, all within a GMP.

**1.2 Communication and General Oversight.** The CMAR shall communicate with all Project participants during all phases of enabling project(s), design, bidding, permitting, pre-construction, construction, and other project activities to include the following:

- Communicate daily or periodically with the LIBRARY Project Manager and the Owner Project Team as needed. The CMAR shall submit a report daily, weekly, and monthly on concerns related to design and construction efforts, activities, costs, scope and schedule.
- Utilize an approved e-Builder™ ( or similar ) program for all communications between the LIBRARY's A/E Design Team, and other members of Owner Project Team.

- Assist in facilitating workshops and key stakeholder meetings with the Owner. These meetings will be held to determine requirements for the Project as required.

**1.3 Owner Direct Purchase Program.** The Owner may utilize the Owner Direct Purchase program (ODP) to the extent reasonable and practical for this PROJECT including ODP of GMP subcontractor bid packages if in the best interest of the Owner. Particular emphasis will be placed on the selection, purchase, and delivery of specific equipment and material purchases to facilitate the construction schedule. The CMAR, as a condition of this scope of services, shall review the necessary technical documentation to support the Owner Project Team as required to facilitate the purchase of equipment and material.

**1.4 Owner Furnished Material.** The Owner may furnish material directly to the CMAR for delivery, storage and installation. The CMAR shall be responsible for coordinating the delivery, storage and installation with all subcontractors and other vendors, ensuring that all infrastructure needed by the Owner furnished material is in place in a timely manner. The CMAR, as a condition of this scope of services, shall review the necessary technical documentation to support the Owner Project Team as required to facilitate the purchase of equipment and material. The CMAR shall warranty installation for a period consistent with contractual requirements and specifications. This material will be noted on the drawings and specifications.

**1.5 Project Status Meetings.** The CMAR shall ensure the appropriate members of the CMAR attend weekly meetings with the Owner Project Team and staff to discuss project progress, schedule and status, technical issues, cost concerns, potential changes and conflicts, and upcoming events and activities. The purpose of these meetings is to maintain clear communication with the LIBRARY and the Owner Project Team.

**1.6 Construction Project Schedule.** The CMAR shall prepare and submit a detailed construction schedule prior to the Notice to Proceed meeting for completion of the project identifying major tasks, their duration and tasks relationships. All significant events shall be identified as milestones on the schedule. This schedule shall utilize the MicroSoft Project ( or similar ) Schedule format. The Project Schedule is the schedule of activities, in a Work Breakdown Structure format (WBS), by which all activity progress in each project are measured. The schedule shall identify a reasonable critical path.

**1.7 Utility Coordination.** The CMAR shall coordinate with all utility providers within the project limits. The CMAR shall participate in on-going utility coordination efforts to ensure field activity goes according to plan. The resolution to existing utility conflicts and limitations shall be presented in an "Enabling Design and Construction package". These plans are designated the Enabling Projects. The LIBRARY's A/E Design Team will determine any capacity limitations for development, including electric, gas, potable water, reclaimed water, and chilled water. Resolution of any utility capacity limitations and/or conflicts will be designed in the Enabling Project Package for execution before construction begins. The CMAR shall bid, negotiate and execute these enabling plans to facilitate building construction and expedite the schedule.

- 1.8 Quality Assurance/Quality Control (QA/QC).** The CMAR shall submit a quality assurance/quality control program for review and approval as the QA/QC Plan deliverable. The CMAR shall designate appropriate staff to conduct QA/QC reviews of all work products. These reviews shall be performed for all work products submitted to the LIBRARY for review or use. Each submittal shall include a Project QA/QC Form provided by the Owner or suitable alternative. The CMAR shall be directly responsible for the quality of its work and/or work product. Quality evaluations/determinations by others will in no way invalidate the Contractor's responsibility to produce the specified quality.
- 1.9 Safety and Site Security Plan.** The CMAR shall develop and submit a site Safety Plan that will include maintaining safety of workers, visitors, subcontractors, and the public from any dangers associated with the construction site. Further, the CMAR shall submit a Site Security Plan designed to maintain control over the site during construction to insure against any loss or damage. These plans shall constitute the Site Safety and Security Plan deliverable. The Owner Project Team will review and approve these plans prior to the start of construction.
- 1.10 Asbestos Free Material.** The CMAR shall prepare the certified written and notarized statement that warrants the project was constructed with asbestos free materials. Such statement shall be submitted with the final payment request.
- 1.11 Project Management and Supervision.** The CMAR shall provide full time, on-site representatives during design assist, pre-construction, bidding, permitting, and construction phases that shall coordinate and aid in the design, construction, start-up and service contracts entered into by the LIBRARY. The Senior Project Manager and/or Project Manager shall maintain an on-site presence for the duration of the project.
- 1.12 Building Information Modelling (BIM).** BIM shall be a required element from the CMAR and the CMAR's subcontractors. The three dimensional model shall be used to coordinate building elements to minimize conflicts in the field and to provide a common platform to optimize installation. Should the CMAR identify any conflicts, these conflict shall be immediately brought to the attention of the Owner Project Team at the same time they become known to CMAR. The LIBRARY's A/E Design Team will participate in these coordination meetings with the CMAR and subcontractors to identify and resolve installation conflicts during the design and construction phases. The CMAR shall develop and maintain this model. As part of the close out package, the CMAR shall submit the complete final model in as-built condition. The LIBRARY's A/E Design Team will certify that the final model is free of conflicts prior to construction.
- 1.13 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner (as outlined in the 1.6 Construction Project Schedule):
- BIM Model
  - QA/QC Plan
  - Building, Water Management and all other Permits
  - Safety and Site Security Plan
  - Primavera ( or MS Project or similar ) Project Schedule

- Asbestos Free Certification
- Review of Owner Direct Purchase Program technical documents

**1.14 Pay Task.** Work to be completed under this section by the CMAR will be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- BIM Model
- QA/QC Plan
- Building, Water Management and all other Permits
- Safety and Site Security Plan
- Primavera ( or MS Project or similar ) Project Schedule
- Asbestos Free Certification
- Review of Owner Direct Purchase Program technical documents

## **2. DESIGN ASSIST:**

The CMAR shall provide Design Assist services for this Project. These services shall provide insight into the current costs, the constructability, and relative benefits of design elements. These services shall be provided at meetings with the LIBRARY's A/E Design and Owner Project Team, in reports generated by the CMAR and reviews of documents and specifications. Each submittal shall be accompanied by documentation indicating that proper QA/QC procedures have been applied.

**2.1 Cost Estimating.** The Owner is utilizing a Design to Budget approach for the Main Library First Floor Renovation Project. As such, at the completion of each phase under the CMAR's contracts to include Schematic Design (SD), Design Development (DD) phases, and 90% Design Drawings, the CMAR shall submit a project cost estimate and reconcile it with the Owner's Project Team Estimate. Cost estimates will be reviewed and validated by the Owner Project Team and the LIBRARY'S A/E Design Team during the plans review phase. The CMAR shall submit detailed cost estimates for each phase of the 30%, 60% and 90% design drawings. These itemized estimates shall follow the required estimate format as detailed by Construction Specifications Institute (CSI) index.

*Note: If no estimate is within +/- 10 % of the construction estimate, the CMAR shall prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit a report that summarizes this information. This report shall include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the LIBRARY.*

**2.2 Value Engineering.** Value Engineering (VE) is to establish the best-cost balance in relation to the targeted/intended overall performance of the finalized Project. VE exercises shall be conducted at the end of each design phase to incorporate ideas to improve the construction and/or performance of the building. The VE Reviews shall be conducted through a standardized approach endorsed by the Society of American Value Engineers (SAVE). The CMAR shall participate in each scheduled VE session. Following each VE session the CMAR shall submit a report which itemizes the VE session results of all evaluations into a prioritized listing of alternatives for discussion.

VE sessions shall be as scheduled below. Actual dates shall be established by agreement between the LIBRARY'S A/E Design Team and the LIBRARY. The approximate schedule for these exercises is noted below:

- Late Schematic Design Phase (Approximate 30% Level)
  - Evaluation of Alternatives
  - Decisions
  
- Middle to late Design Development Phase (Approximate 60% Level)
  - Design Review
  - Alternative Technical Solutions
  - Cost Evaluations
  - Priorities and Trade-offs (if necessary)

Modifications or changes resulting from value engineering and design review sessions must be incorporated into design documents before approval is given to proceed to design development phase and cost evaluations.

**2.3 Constructability Reviews.** Throughout the design development process, constructability reviews shall be conducted by the CMAR to confirm that the design addresses key construction phase issues, including technical feasibility, claims avoidance and quality. The constructability comments shall be provided to the Owner Project Team, who is responsible for confirming that they are addressed and/or resolved by the LIBRARY'S A/E Design Team. The CMAR shall make recommendations and submit a report upon the general constructability of the design; construction documents that appear to be ambiguous, incomplete, excessively restrictive, defective or incorrect; designs and specifications not in compliance with codes and standards; the use of alternative materials and/or means or methods of construction; and other economies in design or construction.

**2.4 GREEN Design.** The CMAR shall assist the Owner Project Team and LIBRARY'S A/E Design Team with the design and applying "Green Design Principles" to the overall Project design.

**2.5 Phasing and Logistics Plan.** The CMAR shall prepare and submit a phasing plan for the construction of the proposed improvements. This plan shall include limits of construction, fencing, screening, schedule, staging, logistics and proposed trailer locations. This plan will be reviewed and approved by the Owner Project Team in conjunction with the LIBRARY'S A/E Design Team.

**2.6 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner (as outlined in the 1.6 Construction Project Schedule):

- Updated Project Schedule
- Constructability Review Report

- 30%, 60% and 90% Construction Cost Estimate
- 30%, 60% Value Engineering Report
- Phasing and Logistics Plan

**2.7 Pay Tasks.** Work to be completed under this section by the CMAR shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Updated Project Schedule
- Constructability Review Report
- 30%, 60% and 90% Construction Cost Estimate
- 30%, 60% Value Engineering Report
- Phasing and Logistics Plan

### **3. PRECONSTRUCTION:**

**3.1 Project Scheduling.** The CMAR shall submit an updated project schedule with each updated design submittal. The Project Schedule is the schedule of activities, in a Work Breakdown Structure format (WBS), by which all activity progress in the project is measured. The schedule shall identify a reasonable critical path. This schedule shall incorporate all significant milestones from the LIBRARY'S A/E Design Team schedule in the overall Master Project. All significant events shall be identified as milestones on the schedule. This schedule shall utilize Microsoft Project ( or similar ) scheduler.

**3.2 Pre-Construction Meeting.** The CMAR shall hold Pre-Construction meetings for subcontractors and provide answers regarding questions from the Subcontractors. The Owner Project Team and the LIBRARY'S A/E Team will be invited to each of these meetings. The number and size of these meetings shall be determined by the CMAR in conjunction with the LIBRARY'S A/E Team and the Owner Project Team. The CMAR shall submit meeting minutes within 48 hours of each meeting detailing the discussion and agreements.

**3.3 Construction Plans.** The CMAR shall assist the Owner Project Team during all phases of design development for the project, including monitoring compliance with design guidelines and criteria by reviewing all design submittals for constructability, operations and maintainability, analyzing life-cycle costs and performing value engineering on all stages of design development. The CMAR shall submit a report documenting the review and concurrence with civil, architectural, mechanical, electrical, plumbing, fire protection and structural system design. The CMAR's recommendations shall include information, data, cost estimates, and documentation, as necessary, which the CMAR shall develop, and the LIBRARY may use as a basis for evaluating the acceptability of each recommendation. Changes recommended by the CMAR will not be deemed final and part of the contract until the A/E Firm of Record and the Owner Project Team accept these recommendations.

**3.4 Agency Coordination.** The CMAR shall notify the Owner's Program Management Team of all meetings with regulatory agencies to coordinate attendance by LIBRARY staff.

- 3.5 Agency Field Review.** The CMAR, shall conduct and coordinate field investigations as necessary with LIBRARY staff and with the appropriate regulatory agencies.
- 3.6 Deferred Permit Preparation.** The CMAR shall prepare and submit permit applications, construction drawings, specifications, and related support documentation for all **deferred** permits and approval requirements for the project. Deferred permits shall include fire suppression and alarm systems, health department and any other permits that cannot be obtained prior to complete design. Copies of all permit application shall be provided to the Owner for review and signature prior to submittal.
- 3.7 Site Preparation.** The CMAR shall establish their physical presence on site, including trailers, facilities, utilities, waste removal and parking as deemed necessary during negotiations. A suitable location shall be identified on site for these facilities. A location for subcontractors' trailers, laydown and staging facilities will be identified during the design process by the Owner Project Team.
- 3.8 Guaranteed Maximum Price.** Once the construction documents have been certified as 90% complete, the CMAR shall establish a **Guaranteed Maximum Price (GMP)** for which the project can be constructed. This GMP shall be all inclusive of general conditions, fees, profit, labor, materials, logistics, taxes, storage, transportation, insurance, site maintenance and any other cost needed to build the project. The CMAR shall account for all current conditions, escalation costs and any other factors that may impact the price. The CMAR shall submit a warranty letter at this time stating that the CMAR has completed the constructability check and warrants the constructability and bid-ability of the Construction Documents. At this time, the CMAR assumes responsibility for the completeness of the construction documents. The Owner anticipates that the Contractor Contingency will not exceed 10% of the GMP.

A separate **Allowance Fund** shall be established for any undefined scope of work. These allowances shall be for scopes that will be installed as part of the project, but will not be specifically described by the 100% Design drawings. These allowances shall be inclusive of all labor, material, fees, taxes, freight and any other costs associated with the scope. Any unused Allowance Funds shall be returned to the Owner.

A **Contractor Contingency Fund** shall be set aside for the contractor's use. The Contractor Contingency Fund shall be used for unpredictable changes in the scope of the work and only at the discretion of the Owner. Any funds remaining in the Contractor Contingency Fund upon Final Completion of the Project will be divided twenty percent (20%) to the Contractor and eighty percent (80%) to the Owner based upon the Contractor achieving all performance goals. Upon the earlier termination of the Contract, all Contractor Contingency Funds remaining shall be returned to the Owner.

Any incentive plan involving the sharing of the residual Contractor Contingency Funds shall be based on the Contractor completing the project on time and within the budget, and maintaining throughout its performance of the Contract a satisfactory safety performance for this type of construction.

The amount of any funds remaining in the Contractor Contingency shall be confirmed by the written certification of the Owner at the time of the Owner's final payment under this Contract. Eighty (80%) percent of any funds remaining in the Contractor Contingency Fund after this written certification shall be distributed to the Owner.

Of the funds remaining in the Contractor Contingency Fund (ie: 20% of the fund balance) after the eighty (80%) percent distribution to the Owner:

Fifty (50%) percent of the Contractor's share of the Contractor Contingency Fund shall be distributed to the Contractor if the Contractor's safety record for the performance of all Work under this Contract meets standards proposed by the Contractor and accepted by the Owner as part of the Change Order fixing the Guaranteed Maximum Price. If this condition has not been met at the time of the written certification of the Owner referred to above, this fifty (50%) percent of such remaining funds in the Contractor Contingency Fund shall be released to the Owner.

Fifty (50%) percent of the Contractor's share of the Contractor Contingency Fund shall be distributed to the Contractor if all of the following conditions are met:

1. The Contractor has achieved substantial completion of the Project by or before the date required, achieved Final Completion of the Project by or before the date required and achieved Final Completion of the overall Project by or before the Contract Completion Date.
2. The Contractor uses no more than fifty (50%) percent of the amount identified as the Contractor Contingency in the Change Order fixing the Guaranteed Maximum Price.

If any of the preceding conditions have not been met at the time of the written certification of the Owner referred to above, this fifty (50%) percent of the remaining Contractor Contingency funds shall be released to the Owner.

There shall be no fee associated with any funds spent on the Contractor Contingency. Fee will be allowed on changes associated with Owner Contingency.

An Owner Contingency shall be established for Owner directed changes and other conditions at the discretion of the Owner. This contingency can only be used with the explicit approval of the Owner Project Team. The Owner Project Team may direct the CMAR to use this contingency for specific additional improvements as required by the Project. Unused Owner Contingency Funds shall be released to the Owner.

**3.9 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner (as outlined in the 1.6 Construction Project Schedule):



- Guaranteed Maximum Price with a warranty letter
- Deferred Permits
- Pre-Construction Meeting Minutes
- Construction Plan Report
- Updated Project Schedule

**3.10 Pay Tasks.** Work to be completed under this section by the CMAR shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Guaranteed Maximum Price with a warranty letter
- Deferred Permits
- Pre-Construction Meeting Minutes
- Construction Plan Report
- Updated Project Schedule

#### **4. CONSTRUCTION:**

**4.1 CMAR Responsibilities.** The CMAR's responsibility during construction is all-inclusive. The CMAR shall administer, coordinate, schedule, obtain, contract, inspect, control, arrange, supervise, manage and/or otherwise provide and perform all work in a manner that is in full accordance with the requirements of the Contract Documents. The CMAR shall be accountable for the quality control of all the work provided and/or performed by his personnel or by trade contractors, subcontractors or others.

**4.2 Coordination.** The CMAR shall be responsible for full coordination between portions of the work provided and/or performed by trade contractors, subcontractors and others. The CMAR shall promptly address and resolve any conflicts, gaps or uncertainties that exist in the Contract Documents or which occur during the work, as well as for confirming that the work of all the trade contractors, subcontractors or others is clearly understood, fully coordinated and results in the work complying with the requirements of the Contract Documents in all respects and to the fullest extent as governed by the agreement between the CMAR and the LIBRARY.

**4.3 Best Practices.** The CMAR shall establish, implement and maintain, throughout the entire term of the Contract, practices that demonstrate the status of the planned and actual work is progressing in a proper, orderly, harmonious, well documented, well-coordinated manner, without conflict, interruption, disruption or delay in the scheduled prosecution, execution and completion of the required work.

**4.4 Enabling Projects.** Based upon the results of the design analysis, one or more enabling projects may be required prior to proceeding to full scale design development. These enabling projects may include selective demolition, modification of traffic and pedestrian routes, temporary facilities for truck and loading zones and/or relocation of mailroom or other operations/facilities and utilities that are in conflict with proposed improvements.

This would include development of standalone construction documents not limited to drawings and specifications that can be permitted and released for construction. The

CMAR shall participate in these design discussions providing insight into construction means and methods and advising the Owner Project Team of alternatives regarding the Enabling Project. The CMAR shall submit a report detailing its findings and recommendations for the Enabling Project.

Once the documents for the Enabling Projects have been completed, the CMAR shall submit them to the Building Department for review and approval.

The 100% Enabling Projects Construction Documents will be negotiated with the CMAR and issued as a separate purchase order, in accordance with LIBRARY Procurement Policies. Once permits have been issued for construction, a Notice to Proceed will be issued and construction may commence.

**4.5 Bid Process.** The CMAR shall arrange, coordinate and administer the bidding process of the project as requested by the LIBRARY. The CMAR shall contract with the subcontractors for specific scopes of work who shall construct the project. It is anticipated that the entire project shall be bid as one package but modifications can be made to accommodate the needs of the CMAR.

**4.5.1 Pre-Bid Meeting.** The CMAR shall establish pre-bid meetings after requesting bids from subcontractors. These pre-bid meetings shall be held at the LIBRARY at a prescribed location and scheduled with the Owner Project Team and LIBRARY's Procurement Division.

**4.5.2 Addenda.** The CMAR shall coordinate with the LIBRARY'S A/E Design Team to develop responses to questions from the prospective subcontractors that may include addenda as required to interpret, clarify or expand the construction documents. The CMAR Team will prepare addenda in a manner that allows timely reception of addenda by all IFB interested parties.

**4.5.3 Bid Review.** The Owner Project Team will review the bids received by the CMAR and make any recommendation for additives or alternates, as applicable. The CMAR shall submit a final bid tabulation of all bids received for all trades upon completion of each bidding sequence.

**4.5.4 Progress Meetings.** The CMAR shall hold weekly construction progress meetings with, or in the absence of, the Owner Project Team to discuss project progress and status, technical issues, and upcoming activities. The purpose of these meetings is to identify construction progress, discuss issues that arise in the field, quality of the work, potential and actual claims and disputes, expedite critical RFIs and submittals, and insure that construction is being performed safely. The CMAR shall submit Two Week Look Ahead Schedule updates at each meeting.

**4.6 Daily and Monthly Construction Reports.** The CMAR shall submit and record in e-Builder ( or similar ) Daily Construction Reports within 48 hours. These reports shall contain information on construction activities, manpower, equipment, materials, deliveries, safety, and other pertinent information.

Each construction daily report shall include:

- The date, time on and off site, weather conditions and temperature
- General discussion of the daily work and progress, including a description of the activities completed and started and an assessment of the work accomplished by location
- Project accidents, deficiencies, changes or corrective action to maintain schedule
- Damage to existing facilities
- Project delays, reason for delay and corrective action to maintain schedule
- Record when Contractor is on site, number of workers by craft and list of equipment items by type
- Construction testing activities, results, and observations
- Where possible and appropriate, the quantities of work put into place
- Visitor names and purpose of site visit
- Description of potential disputes between the Contractor and LIBRARY and/or LIBRARY'S A/E Design Team
- Description of any direction or corrective action given to the Contractor
- Description of non-conforming work
- Detailed record of materials, equipment and number of works by craft used in connection with extra work, or in situations where there is reason to suspect a request for change order or claim maybe submitted by the Contractor.
- Photographic documentation and associated log with description. These photographs should be capturing daily project progress, overall site conditions, job accidents, deficiencies noted, deviations or changes from drawings or technical specifications, items that could cause delays (i.e. weather conditions, unforeseen conditions) and staged materials/equipment.
- Incident Reports (if applicable)

Monthly reports shall be submitted to the Owner Project Team by the 5<sup>th</sup> of every month, detailing construction progress during the month, costs, safety remarks, schedule milestones, manpower and upcoming events. Each monthly report shall be recorded in e-Builder ( or similar ).

**4.7 Contractors' Submittals.** The LIBRARY'S A/E Design Team in conjunction with the Owner Project Team, will establish procedures for review of shop drawings, mockups, samples and other submittals, and assist in expediting approval process. The LIBRARY'S A/E Design Team will review all submittals on e-Builder ( or similar ) concerning product data, shop drawings and other submissions, as required for general conformance with design concept of this Project and the Contract Documents in consultation with the Owner. All submittals will be returned to the CMAR and all responses shall also be recorded on e-Builder ( or similar ). All approved submittals shall bear the LIBRARY'S A/E Design Team's stamp and be delivered to the Owner Project Team at Substantial Completion. The Owner Project Team will manage and monitor at all times the Submittal log in conjunction with the LIBRARY'S A/E Design Team. Status of the log will be reviewed by the Owner Project Team as a part of each Construction Progress Meeting. The goal for the return of submittals shall be within fourteen (14) calendar days. Larger, more complicated submittals will require more time accordingly.

- 4.8 Design Clarification Responses.** The CMAR shall submit all Requests for Information (RFI) on e-Builder ( or similar ) to request technical interpretation of the plans/drawings and specifications. The LIBRARY'S A/E Team will evaluate requested deviation from the approved design or specification; will review and respond to RFIs. Any supplementary sketches will be provided for clarification of construction plans and assist in resolving actual field conditions encountered via e-Builder ( or similar ). The Owner Project Team will monitor and manage at all times a RFI log of all RFI's submitted by the Contractor in conjunction with the LIBRARY'S A/E Design Team. Status of RFI log will be reviewed as part of each Project Progress Meeting. The goal for the return of RFI's will be seven (7) calendar days.
- 4.9 Field Orders, Change Order Requests and Claims.** The LIBRARY'S A/E Design Team will review the technical interpretations of the Contract Documents, evaluate requested deviations from the approved design drawings or specifications. The Owner Project Team will issue Field Orders as necessary. The LIBRARY'S A/E Design Team will review all Contractor's Change Order Requests and Claims, and recommend an appropriate cost and course of action within ten (10) calendar days. The Owner Project Team will maintain a log of all Change Order Requests and Claims. Status of the log will be reviewed as part of each Construction Progress Meeting.
- 4.10 LEED Reports.** – Not Used For This Project
- 4.11 Final Construction Plans.** The LIBRARY'S A/E Design Team will provide signed and sealed copies of the updated final construction plans. The number of signed and sealed copies will be determined by the needs of the permitting agency as well as the needs of the Owner Project Team.
- 4.12 Application for Payment.** The Owner Project Team will establish a procedure for processing of the progress payment applications; the CMAR shall prepare a pencil requisition (draft application for payment) and shall review it with the LIBRARY'S A/E Design Team and the Owner Project Team. The LIBRARY'S A/E Design Team will make recommendations to the Owner for payment. Based on the project progress site visit observations, and on the evaluation of the invoice requests, the Owner Project Team will evaluate the appropriate amount to be paid to the Contractor(s) for the current stage of project as reviewed by the LIBRARY'S A/E Design Team. The CMAR shall submit the notarized invoice to the Owner Project Team for payment within five (5) business days of receipt in accordance with FS 218.735, Local Government Prompt Payment Act. Such certificate for payment will constitute a representation to the Owner that the quantity of the work has been performed in accordance with the Contract Documents. During Project Close-out, the Owner Project Team will assist in negotiating the final payment for the project with justification upon which final settlement and termination of Contract can be based upon.
- 4.13 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner (as outlined in the 1.6 Construction Project Schedule):

- Daily Reports
- Monthly Reports
- Submittals
- RFIs
- Enabling Project Report
- Enabling Project Permit
- Progress Meeting 2-week Look Ahead Schedule
- Progress Meeting Minutes
- Bid Tabulation

**4.14 Pay Tasks.** Work to be completed under this section by the CMAR shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Daily Reports
- Monthly Reports
- Submittals
- RFIs
- Enabling Project Report
- Enabling Project Permit
- Progress Meeting 2-week Look Ahead Schedule
- Progress Meeting Minutes
- Bid Tabulation

## **5 POST CONSTRUCTION:**

**5.1 Final Close-out.** The CMAR shall submit project close-out documents for acceptance by the LIBRARY. In coordination with the LIBRARY'S A/E Design Team, the Owner Project Team will develop and implement procedures for orderly completion of punch-list items (rolling punch list), checkout of utilities, operational systems and equipment, and initial startup and testing. The CMAR shall submit the punch list in accordance with these procedures.

**5.2 Substantial Completion and Final Completion.** Substantial Completion is when a designated portion of the project is sufficiently complete, in accordance with the construction contract documents, so that the Owner may use or occupy the building project or designated portion thereof for the intended purpose. The LIBRARY'S A/E Design Team will issue certification of Substantial and Final Completion. The Owner Project Team will ensure the necessary signed and sealed documents needed for partial clearances and certifications of completion are provided to the appropriate regulatory agency.

**5.3 Operation and Maintenance (O&M) Manual.** The CMAR shall submit to the Owner Project Team documents for the operation and maintenance of the completed facility. The CMAR shall submit all O & M Manuals in conformance with project specifications and contract language.

- 5.4 Testing and Start-up.** The Owner Project Team and LIBRARY'S A/E Design Team will coordinate with the CMAR to conduct a facility operations and performance meeting to test the equipment in accordance with Technical Specifications and manufacturer parameters. Prior to the commencement of the full commissioning process, the CMAR shall submit to the Owner documentation proving successful pretesting. The CMAR shall conduct the testing and start-up regimen to be witnessed by the Owner Project Team and the LIBRARY'S A/E Design Team.
- 5.5 Commissioning.** Commissioning is the process of verifying and documenting that a project and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the project requirements. The Owner Project Team will designate the Commissioning Team, who will be responsible for the development of the project Master Test Plan. This Team will direct the LIBRARY'S A/E Design Team and the CMAR to coordinate and perform a complete commissioning regimen to ensure the building is ready for turnover. The CMAR shall attend commissioning meetings, review and comment on the Master Test Plan, execute the Master Test Plan and review and take corrective action to rectify issues that are identified by the Commissioning Team. The CMAR shall submit all commissioning reports to the Owner Project Team.
- 5.6 Training.** The CMAR shall conduct the proper training of LIBRARY staff in the use of the equipment and proper care of all installations. The specific type and quantity of training that shall be identified in the Construction documents and contract and will be managed by the Owner Project Team.
- 5.7 As-Built and Record Drawings.** The Owner Project Team will verify that the CMAR is preparing, updating, and maintaining as-built drawing documentation. The Owner Project Team will ensure regular maintenance of field As-built drawings by the Contractor of record. The CMAR shall submit all as-built drawings to the Owner Project Team. The Owner Project Team will review and verify final as-built drawings. The LIBRARY'S A/E Design Team will revise original design drawings of the project using contractor supplied as-builts and submit to the Owner within thirty (30) working days of the final completion date, an electronic file format with the drawings in AutoCAD and PDF, certification as to the accuracy of the record drawings and specifications in PDF format (latest editions). Current as-built documents from the CMAR shall be a requirement for pay application approval.
- 5.8 Warranty.** The CMAR shall submit to the LIBRARY the guaranties, warranties, certifications, releases, affidavits, bonds, manuals, insurance certificates and other items required by the contract documents. The LIBRARY'S A/E Design Team will assist the LIBRARY in documentation and resolution of warranty issues within the first year of the warranty period.
- 5.9 Post Construction Warranty Inspection.** The CMAR, along with its Sub-contractors, within ten (10) months after issuance of a Certificate of Substantial Completion and before expiration of the contractual one year warranty and/or guarantee period, in the company of the LIBRARY'S A/E Design Team Representative and the representative of the Owner Project Team, shall conduct an on-site inspection of the Project to determine the condition of all items of equipment, materials or building systems

which are under warranty or guarantee coverage pursuant to the requirements of the Construction Agreement. The LIBRARY'S A/E Design Team, along with its Sub-contractors, will provide the Owner with a written report listing all items covered by warranty or guarantee coverage that are observed or otherwise found to be defective, inoperable, or not performing their intended function in a satisfactory manner. The report shall include recommendations for resolving all the items so noted in the warranty inspection report. All corrections shall be made under the project's one year warranty.

**5.10 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner Project Team (as outlined in the 1.6 Construction Project Schedule):

- Substantial Completion Letter
- Punch List
- Final Completion Letter
- Startup and Testing Reports
- Operation and Maintenance (O & M) Manual
- O and M Training
- Commissioning Reports
- Warranties
- Lien Waivers
- Warranty Inspection Report
- Project QA/QC Form
- As-Built Drawings

**5.11 Pay Tasks.** Pay Tasks. Work to be completed under this section by the CMAR shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary.

- Substantial Completion Letter
- Punch List
- Final Completion Letter
- Startup and Testing Reports
- Operation and Maintenance (O & M) Manual
- O and M Training
- Commissioning Reports
- Warranties
- Lien Waivers
- Warranty Inspection Report
- Project QA/QC Form
- As-Built Drawings

## **6 SUSTAINABILITY:**

As part of the LIBRARY's commitment to sustainability and high performing buildings, the CMAR shall:

**6.1** Coordinate with the LIBRARY Facilities Operations to identify opportunities for integrated design and construction with respect to best energy and environmental practices within the project scope of work by the LIBRARY'S A/E Design Team.

**6.2** The CMAR shall use the Owner's Project Requirements (OPR) analysis to guide the GREEN design and construction. This report shall include objectives for the project, budget considerations, space / use requirements, commissioning requirements and expected utility performance outcomes for the building spaces in the Design Criteria Package. The CMAR shall coordinate with the Owner Project Team and the LIBRARY'S A/E Design Team regarding the OPR and identify any opportunities to improve the GREEN design and construction efforts. The CMAR shall submit a report detailing performance relative to the OPR goals.

**6.3** The Project, within the scope of work, shall use best GREEN practices to identify specific opportunities to achieve the following: (1) materials and resources, (2) indoor air quality, (3) energy and atmosphere, (4) water efficiency, (5) sustainable sites, and (6) location and transportation performance credits which are economically feasible regarding project costs and long term operating expenses.

**6.4 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner (as outlined in the 1.6 Construction Project Schedule):

- Owner's Project Requirements Report
- Utility Performance Report

**6.5 Pay Tasks.** Work to be completed under this section by the CMAR shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Owner's Project Requirements Report
- Utility Performance Report

## **7.0 OTHER CONDITIONS:**

The Owner has the right to verify, and the CMAR hereby represents, promises and warrants to Owner, (i) that CMAR is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder, and (ii) that CMAR has visited the site for the Project and generally familiarized itself with the local conditions under which the services required hereunder are to be performed, and the CMAR will correlate its observations of same with all of the requirements of this Agreement.

**7.1** Upon Owner's reasonable request at any time during the design or construction Phases of this Agreement, and as often as reasonably requested, the CMAR shall promptly provide Owner with an Estimated Cost at Completion. The Owner shall at all times have reasonable access to the files and Principals and the Project Manager of CMAR relating to



the Project in order to answer any reasonable questions the Owner may have relating to the CMAR's performance.

- 7.2** The CMAR shall respond to design documents for limited alternative materials and systems for comparative pricing for the purpose of determining which such materials and systems should be ultimately included in the Construction Documents. The documents for limited separate or sequential bids will be made available by the LIBRARY'S A/E Design Team. The CMAR shall provide services in connection with limited bidding, negotiations, or construction prior to the completion of the Construction Documents Phase. The drawing packages for the CMAR's use in separate or sequential bids shall be listed in the Design Documents.
- 7.3** The CMAR shall provide interior design and other similar services required for and in connection with the selection, procurement and installation of furniture, furnishings and related equipment for the Project.
- 7.4** As requested by the Owner and as Additional Services, the CMAR shall make investigations and/or inventories of materials and equipment, general valuations and/or detailed appraisals of existing facilities.
- 7.5** The CMAR shall provide assistance to the Owner in the utilization of equipment or Systems of the Project, such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 7.6** Notwithstanding any other provisions of this Agreement, the CMAR understands that the Owner has made commitments that require the Project to be completed and operational within a mutually agreeable number of calendar days of receiving 100% construction documents and Notice to Proceed. As part of its Basic Services, the CMAR shall perform its obligations under this Agreement with diligence and sufficient manpower to maintain the progress of the work at a pace necessary to meet this deadline. As needed to meet this completion deadline, the CMAR may be required to accelerate its services by performing certain parts of the services before other parts, adding extra manpower, or ordering overtime labor, all as part of its Basic Services. Further, the CMAR shall perform its Basic Services, if asked, in such manner as shall allow the bidding and negotiation for the numerous trade contracts to be let in phases, instead of all at once.
- 7.7** The CMAR acknowledges that the Owner may retain a consulting firm to provide project management services and advice. The contractor will not be the Owner's Authorized Representative and, unless declared in writing otherwise by the Owner, will not have the authority to render decisions on behalf of the Owner. However, as part of its Basic Services, the CMAR shall cooperate fully at all times with the contractor and shall respond promptly to all the contractor's inquires and requests for documents and information.

**7.8 Deliverables.** Work to be completed under this section by the CMAR shall require the following items to be delivered and accepted by the Owner (as outlined in the 1.6 Construction Project Schedule):

- Letter Response

**7.9 Pay Tasks.** Work to be completed under this section by the CMAR shall be paid for under the following Pay Tasks as listed on the Activity and Fee Summary:

- Letter Response

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## TABLE OF DELIVERABLES

The CMAR shall produce and deliver to the Owner the deliverables outlined as follows:

CATEGORIES	Hard Copies	Paper Copy Size	Digital File	File Type(s)
<b>1.0 <u>GENERAL RESPONSIBILITIES</u></b>				
BIM Model	-	-	1	BIM Model Format
Permits	TBD	Full	1	MS Word & PDF
QA/QC Plan	TBD	Full	1	MS Word & PDF
Safety and Site Security Plan	TBD	Full	1	MS Word & PDF
Primavera (or similar) Project Schedule	TBD	Full	1	Primavera File Format & PDF
Asbestos Free Certification	TBD	Full	1	MS Word & PDF
<b>2.0 <u>DESIGN ASSIST</u></b>				
Updated Project Schedule	TBD	Full	1	Primavera File Format & PDF
Constructability Review Report	TBD	Full	1	MS Word & PDF
30%, 60%, 90% Construction Cost Estimate	TBD	Full	1	MS Word & PDF
Phasing and Logistics Plan	TBD	Full	1	DWG & PDF
30%, 60% Value Engineering Report	TBD	Full	1	MS Word & PDF
<b>3.0 <u>PRECONSTRUCTION</u></b>				
Deferred Permits	TBD	Full Half	1	MS Word, DWG and PDF
Updated Project Schedule	TBD	Full	1	Primavera File Format & PDF
Pre-Construction Meeting Minutes	TBD	Full	1	MS Word & PDF
Guaranteed Maximum Price with a warranty letter	TBD	Full	1	MS Word & PDF
Construction Plan Report	TBD	Full	1	MS Word & PDF
<b>4.0 <u>CONSTRUCTION</u></b>				
Daily Reports	TBD	Full	1	MS Word & PDF
Enabling Projects Report	TBD	Full	1	MS Word & PDF
Enabling Projects Permit	TBD	Full	1	MS Word & PDF
Look Ahead Schedule	TBD	Full	1	MS Word & PDF
Submittals	TBD	Full	1	MS Word & PDF
Monthly Reports	TBD	Full	1	MS Word & PDF
RFIs	TBD	Full	1	MS Word & PDF

Progress Meeting Minutes	TBD	Full	1	MS Word & PDF
GREEN Results and Reports	TBD	Full	1	MS Word & PDF
Final Bid Tabulation	TBD	Full	1	MS Word & PDF
<b><u>5.0 POST CONSTRUCTION</u></b>				
Substantial Completion Letter	TBD	Full	1	MS Word & PDF
Punch list Completion	TBD	Full	1	MS Word & PDF
Final Completion Letter	TBD	Full	1	MS Word & PDF
Startup and Testing Reports	TBD	Full	1	MS Word & PDF
GREEN Summary Reports	TBD	Full	1	MS Word & PDF
Operation and Maintenance (O & M) Manual	TBD	Full	1	DWG & PDF
Training	TBD	Full	1	MS Word & PDF
Commissioning Reports	TBD	Full	1	MS Word & PDF
Warranties	TBD	Full	1	MS Word & PDF
Lien Waivers	TBD	Full	1	MS Word & PDF
Warranty Inspection Report	TBD	Full	1	MS Word & PDF
Project QA/QC Form	TBD	Full	1	MS Word & PDF
As-Built Drawings	TBD	Full	1	DWG & PDF
<b><u>6.0 SUSTAINABILITY REVIEW AND MANAGEMENT</u></b>				MS Word & PDF
Owner's Project Requirements Report	TBD	Full	1	MS Word & PDF
Utility Performance Report	TBD	Full	1	MS Word & PDF
GREEN Performance Report	TBD	Full	1	MS Word & PDF
<b><u>7.0 OTHER CONDITIONS</u></b>				
Letter Response	TBD	Full	1	MS Word & PDF

**End of Attachment A**

## **Attachments as PDF's**

**OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGER AT RISK SERVICES FOR  
THE ORANGE COUNTY LIBRARY DISTRICT  
MAIN LIBRARY FIRST FLOOR RENOVATION PROJECT**

The following Attachments to this RFQ can be found as separate documents on the Library's Procurement Portal at <https://www.ocls.info/board-trustees/advertised-solicitations>.

Attachment B – Draft Contract – See PDF File labeled RFQ OCLS-Main-23-002  
Attachment B

Attachment C - Design Standards – See PDF File labeled RFQ OCLS-Main-23-002  
Attachment C, Sections 1 - 10

- Technology Standards – See PDF File labeled RFQ OCLS-Main-23-002 Attachment C, Section 11
- CPTED Standards – See PDF File labeled RFQ OCLS-Main-23-002 Attachment C, Section 12

Attachment D – Rules of Conduct – See PDF File labeled RFQ OCLS-Main-23-002  
Attachment D

## RESPONSE COVER PAGE

OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

Name of Business: \_\_\_\_\_

NOTE: BUSINESS NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER  
**CURRENT W9 MUST BE SUBMITTED WITH RESPONSE.**

TIN#: \_\_\_\_\_

D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **EMERGENCY CONTACT**

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

# ACKNOWLEDGEMENT OF ADDENDA

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

The CMAR shall acknowledge receipt of any addenda issued to this RFQ by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this RFQ may negatively impact the responsiveness of your response. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

### **Addenda acknowledged and accepted:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_





# DRUG-FREE WORKPLACE FORM

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

The undersigned CMAR, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 1893 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 Paragraphs 1 thru 5.
7. Require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-Main-23-002 CONSTRUCTION MANAGER AT RISK FOR THE ORANGE COUNTY LIBRARY DISTRICT Main Library First Floor Renovation Project, within the state of Florida to acknowledge the Drug-Free Workplace requirement by signing and submitting same form at time of contract execution.

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

\_\_\_\_\_  
(CMAR's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(CMAR's Printed Name)

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

**CHECK ONE:**

To the best of our knowledge, the undersigned CMAR has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned CMAR, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

**CHECK ONE:**

The undersigned CMAR has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

OR

The undersigned CMAR, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Name of Business: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Failure to check the appropriate blocks above may result in disqualification of your response. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your response.

# E VERIFICATION CERTIFICATION

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

**NAME OF CONSULTANT:** \_\_\_\_\_ (referred to herein as  
"CONSULTANT")

**ADDRESS OF CONSULTANT:** \_\_\_\_\_

---

The undersigned does hereby certify that the above-named CONSULTANT:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the CONSULTANT will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the CONSULTANT will be providing labor under the contract, and consequently is unable to use the E-Verify system.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the CONSULTANT provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

The undersigned will require any and all subcontractors and their workforce, who will perform work under any resulting contract from RFQ OCLS-Main-23-002 CONSTRUCTION MANAGER AT RISK FOR THE ORANGE COUNTY LIBRARY DISTRICT Main Library First Floor Renovation Project, within the state of Florida to acknowledge the E Verification Certification requirement by signing and submitting same form at time of contract execution.

**In accordance with Section 837.06, Florida Statutes, CONSULTANT acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**Printed NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# RELATIONSHIP DISCLOSURE FORM

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

For all procurement items that will come before the Orange County Library System (OCLS) Procurement Committee for final approval, this form shall be completed by the CMAR and shall be submitted as part of the response to this RFQ/RFP/IFB submitted by the CMAR.

In the event any information provided on this form should change, the CMAR must file an amended form on or before the date the item is considered by the appropriate board or body.

### **Part I**

#### INFORMATION ON CMAR:

Legal Name of CMAR:

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Business Address (Street/P.O. Box, City and Zip Code):

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Business Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

#### **INFORMATION ON CMAR'S AUTHORIZED AGENT, IF APPLICABLE:**

(Agent Authorization Form also required to be attached)

Name of CMAR's Authorized Agent:

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Business Address (Street/P.O. Box, City and Zip Code):

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Business Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

**RELATIONSHIP DISCLOSURE FORM**

**OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

**Part II**

IS THE CMAR A RELATIVE OF THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES?

\_\_\_ YES \_\_\_ NO

IS THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES THE CMAR'S EMPLOYEE?

\_\_\_ YES \_\_\_ NO

IS THE CMAR OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE OCLS DIRECTOR/CEO OR ANY MEMBER OF THE OCLS BOARD OF TRUSTEES?

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)

**RELATIONSHIP DISCLOSURE FORM**

**OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_ (CMAR's Signature) \_\_\_\_\_ (Date)

Printed Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING**

**OCLS RFQ # OCLS-Main-23-002  
REQUEST FOR QUALIFICATIONS  
CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

CMAR's Name of Business: \_\_\_\_\_

NOTE: BUSINESS NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER

FEIN/TIN#: \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

Contact Person: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of varying amounts that are engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria, or is on any of the following Scrutinized Companies Lists:

- Scrutinized Companies with Activities in Sudan List, or
- Scrutinized Companies with Activities in the Iran Petroleum Sector List, or
- Scrutinized Companies that Boycott Israel List

As the person authorized to sign on behalf of CMAR, I hereby certify that I have reviewed Section 287.135, Florida Statutes, and the company identified as the "CMAR's Name of Business" above is not engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria, or is on any of the above noted Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes. The submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs.

Certified Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Certifier Title: \_\_\_\_\_

Date: \_\_\_\_\_

# TEAM LISTING

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

Team Name: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Principal In Charge:

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

Senior Project Manager:

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

Project Manager:

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

Project Construction Administrator:

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_



# TEAM LISTING

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

Other Prime Contractor Key Member:

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

Other Prime Contractor Key Member:

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

Electrical Subcontractor Key Member

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

Mechanical Subcontractor Key Member

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

# TEAM LISTING

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

### Plumbing Subcontractor Key Member

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

### Structural / Framing Subcontractor Key Member

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

### Civil / Site Work Subcontractor Key Member

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

# TEAM LISTING

## OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

### Fire Protection Subcontractor Key Member

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

### Other Subcontractor Key Member

Contractor Type: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

### Other Subcontractor Key Member

Contractor Type: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name \_\_\_\_\_

Years of Experience \_\_\_\_\_

Education / Degrees \_\_\_\_\_

Licenses / Certifications \_\_\_\_\_

Fla License Number \_\_\_\_\_

## **SKILLS AND EXPERIENCE OF THE PROJECT TEAM**

### **OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

**Using a maximum of ten (10) pages, 8 1/2" X 11"**, labeled "EXP-TEAM-1" through "EXP-TEAM-10" using font size of 11 or 12 with one (1) inch margins top, bottom, left and right, describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above ( ie: pages "EXP-TEAM-1" through "EXP-TEAM-10"). Include the experience of the Prime Contractor team as well as other members of the project team; i.e., additional personnel, subcontractors, branch offices, team members, and other resources anticipated to be utilized for this project; staff's professional titles, licenses, certifications, and accomplishments; qualifications and years of experience and number of years prime and subcontractors worked together. Name specific projects, **successfully completed within the past twenty (20) years**, which involved Construction Manager at Risk Services where the team members have performed similar projects previously as a team.

**Qualifications of Other Key Personnel.** Using one (1) 8 1/2" x 11" page per area numbered "Key-Member-1" through "Key-Member-10", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, identify the key personnel who will have primary responsibility for the following areas of service if the firm is selected. For each individual identified, provide name, office address, title, current employer, brief resume indicating the individual's experience (including the number of years of experience) in the area of responsibility below, and showing project related experience that involved Construction Manager at Risk Services for at least three (3) projects.

- a. Construction
- b. Engineering
- c. Value Engineering
- d. Design Review (Constructability, Maintainability)
- e. Cost Estimating
- f. Quality Assurance/Quality Control
- g. Construction Administration
- h. Construction Schedule
- i. Project Safety
- j. Operations Planning and Assistance

Using a maximum of five (5) 8 1/2" x 11" pages numbered "CMP-1" through "CMP-5", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, specifically identify the construction management plan. The construction plan shall describe, at a minimum, the CMAR's basic approach to the engineering and construction of the project, to include reporting hierarchy of staff and subcontractors, clarify the individual(s) responsible for the coordination of

the separate components of the scope of work, and describe the Quality Assurance/Quality Control plan.

Provide an organizational chart for the team to provide the required construction and engineering services and label "EXP-TEAM-11"; the organizational chart will be in addition to the ten (10) page maximum. Identify staff on organizational chart by Prime Contractor and Sub-contractor firm affiliation.

If submitting a diploma as back up for validation of any Bachelor Degreed Construction Manager, a copy of the General Contractor's License, and/or a CCM, PMP, PgMP, or PfMP Certificate, please label "EXP-TEAM-12", the backup will be in additional to the ten (10) page maximum.

## **SIMILAR PROJECTS - SENIOR PROJECT MANAGER**

### **OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

USING PAGES “EXP-SPM-1” through “EXP-SPM-4” only - List up to **Four (4) “Similar Projects”**, (two page summary maximum per project), for which services have been **successfully completed within the past twenty (20) years, immediately preceding the due date for proposals in response to this RFQ**, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed **Senior Project Manager** has performed **in the same capacity** with your firm, or other firms. Identify if the Senior Project Manager is a General Contractor (GC) , Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFQ. A copy of the General Contractor’s License, and / or a CCM, PMP, PgMP, or PfMP Certificate needs to be submitted with the Response.

LIST THE **ONE** (1) SENIOR PROJECT MANAGER ONLY AS INDICATED ON FORM “TEAM LISTING”. CMARs must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The CMAR shall ensure that the basic description of the similar projects (if a phased project all phases shall be *substantially completed, and construction of the entire project certified substantially complete*), including all required performance requirements and/or dimensions, is *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the CMAR should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFQ. The CMAR should also describe in detail how the Senior Project Manager was responsive to the client’s needs and requests.

**Similar Projects FORM EXP-SPM-1**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Senior Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or  
Certified Construction Manager:  License Number \_\_\_\_\_ or  
Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-1-1" through "EXP-SPM-1-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

**Similar Projects FORM EXP-SPM-2**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Senior Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or

Certified Construction Manager:  License Number \_\_\_\_\_ or

Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-2-1" through "EXP-SPM-2-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.



**Similar Projects FORM EXP-SPM-3**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Senior Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or

Certified Construction Manager:  License Number \_\_\_\_\_ or

Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-3-1" through "EXP-SPM-3-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

**Similar Projects FORM EXP-SPM-4**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Senior Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or

Certified Construction Manager:  License Number \_\_\_\_\_ or

Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-SPM-4-1" through "EXP-SPM-4-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Senior Project Manager.

## **SIMILAR PROJECTS - PROJECT MANAGER**

### **OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

USING PAGES “EXP-PM-1” through “EXP-PM-4” only - List up to **Four (4) “Similar Projects”**, (two pages per project), for which services have been **successfully completed within the past twenty (20) years immediately preceding the due date for proposals in response to this RFQ**, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed **Project Manager** has performed **in the same capacity** with your firm, or other firms. Identify if the Project Manager is a General Contractor (GC) , Certified Construction Manager (CCM), or a Project Management Professional (PMP, PgMP, PfMP) prior to the due date of proposals submitted for this RFQ. A copy of the General Contractor’s License, and / or a CCM, PMP, PgMP, or PfMP Certificate needs to be submitted with the Response.

LIST THE ONE (1) PROJECT MANAGER ONLY AS INDICATED ON FORM “ TEAM LISTING”. CMARs must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The CMAR shall ensure that the basic description of the similar projects (if a phased project all phases shall be *substantially completed*), including all required performance requirements and/or dimensions, is *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the CMAR should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFQ.

**Similar Projects FORM EXP-PM-1**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or  
Certified Construction Manager:  License Number \_\_\_\_\_ or  
Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-1-1" through "EXP-PM-1-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

**Similar Projects FORM EXP-PM-2**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or

Certified Construction Manager:  License Number \_\_\_\_\_ or

Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-2-1" through "EXP-PM-2-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

**Similar Projects FORM EXP-PM-3**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or

Certified Construction Manager:  License Number \_\_\_\_\_ or

Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-3-1" through "EXP-PM-3-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

**Similar Projects FORM EXP-PM-4**  
**OCLS RFQ # OCLS-Main-23-002**  
**REQUEST FOR QUALIFICATIONS**  
**CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT**

Firm Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

General Contractor:  License Number \_\_\_\_\_ or

Certified Construction Manager:  License Number \_\_\_\_\_ or

Project Management Professional:  Certification Type \_\_\_\_\_

**Project Type A [ ] or B [ ]** Name: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Start Date (**Month/Year**): \_\_\_\_\_

Project Completion Date (**Month/Year**): \_\_\_\_\_

Construction Cost: \$ \_\_\_\_\_

Substantial Completion Date (**Month/Year**): \_\_\_\_\_

Construction Completion Date (**Month/Year**): \_\_\_\_\_

Project Square Feet of Conditioned Space \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Using a maximum of two (2) 8 ½" x 11" pages numbered "EXP-PM-4-1" through "EXP-PM-4-2", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, provide the requested experience of the Project Manager.

## PROJECT SCOPE, APPROACH AND UNDERSTANDING

### OCLS RFQ # OCLS-Main-23-002 REQUEST FOR QUALIFICATIONS CMAR SERVICES FOR FIRST FLOOR RENOVATION PROJECT

Using a maximum of five (5) pages, 8½" x 11", using front size of 11 or 12 with one (1) inch margins top, bottom, left and right, labeled "Approach-1" through "Approach-5", delineate the CMAR's understanding of the project scope and approach(es) to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project, if applicable. In addition, briefly describe your approach to each of the bullets a through e below:

- a. **Business Outreach:** How do you intend to maximize participation from the business community in this contract?
- b. **Construction Requirements:** One of the critical components from the user's perspective is to maintain operations and provide an Outstanding Customer Experience? What type of processes will you follow to insure this happens?
- c. **Quality Assurance/Quality Control:** How do you provide QA/QC for Construction? Describe the review process, individuals involved, peer review?
- d. **Partnering with Team Members:** Have you worked with an Architect on prior projects that were design assist projects? What processes helped you work cooperatively with the LIBRARY'S A/E Design Team?
- e. **On Time and Within Budget:** How will the CMAR ensure the project is completed on time and how will the CMAR ensure that the project is designed and constructed within budget?

Title the first page "Project Scope, Approach and Understanding" and label each page as described above ( ie: Approach-1 through Approach-5). Include a GNATT Chart assuming a start date of 1-1-2025, the GNATT Chart does not count towards the five (5) page maximum.

For the GNATT Chart requirement, provide a milestone schedule that would show your firm's construction process from the time the " notice to proceed " is given ( assume January 1, 2025, as the NTP date ) until the Certificate of Occupancy ( providing number of days, gnatt charts, critical paths, etc. ) for the following fictitious project and notes. area, staff restroom, staff workroom and staff breakroom.

**PROJECT:** Coordinate the renovation of the Winter Garden Branch public restrooms, collection area, staff restroom, staff workroom and staff breakroom. Project includes new paint throughout the interior; replacing existing carpeting in the collection area and staff workroom with carpet squares; staff breakroom flooring replaced with LVT; restrooms are to be demoed to the studs and new tile walls and floors installed with all new toilets, urinals, sinks and



stalls to be installed. New cabinetry throughout the staff workroom and break room. Project also includes new information desk and furniture throughout the facility as well as new LED lighting throughout the facility. NOTES: For this fictitious project, assume that the 12,200 square foot Winter Garden Branch has been in service since 2007 and the furniture and fixtures are nearing the end of life.