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Contract Routing Form

CONTRACT: Preconstruction Services Agreement - RFQ # 2021-010 Mobility Hub Preconstruction & CMR Services

Route for Review and Approval (Signature and Date):

1. Department Director: DocuSigned by: A9B891C31748436... Date: 9/16/2021
2. Procurement Officer: DocuSigned by: 479349E4633844C... Date: 9/16/2021
3. Risk Management: DocuSigned by: 64E8DBDA47474BA... Date: 9/16/2021
4. Management & Budget: DocuSigned by: D17023731A614FC... Date: 9/16/2021
5. Finance Director: DocuSigned by: DD086B973280431... Date: 9/16/2021
6. City Attorney: DocuSigned by: 03A0CB1421E64AC... Date: 9/16/2021
7. Asst. City Manager: DocuSigned by: 416562E65FC746E... Date: 9/16/2021
8. City Manager: DocuSigned by: 416562E65FC746E... Date: 9/16/2021
9. City Clerk: DocuSigned by: 358417D2FA884FF... Date: 9/17/2021

Please contact the Procurement Division at extension 5102 if you have any questions about this contract.

City of Coral Gables, FL
Finance Department / Procurement Division
2800 SW 72nd Avenue – Miami, FL 33155

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CITY OF CORAL GABLES

-MEMORANDUM-

TO: Honorable Mayor and Members of the City Commission

Date: June 17, 2021

FROM: Peter J. Iglesias, P.E. City Manager

SUBJECT: Award Recommendation RFQ 2021-010 Mobility HUB Pre-Construction & Construction CMR Services

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At the next available City Commission Meeting an award recommendation for RFQ 2021-010 Mobility HUB Pre-Construction & Construction CMR Services will be included on the agenda. This memorandum serves to notify you that in accordance with Section 2-763 of the City Code entitled "Contract Award", my recommendation to the City Commission for award of the subject RFP is as follows:

1) Accept the recommendation of the Procurement Officer to award the RFP and authorize negotiations with The Weitz Company Group, LLC., the highest ranked responsive and responsible proposer, for Mobility HUB Pre-Construction & Construction CMR Services, RFQ 2021-010.

2) Should negotiations fail with the top-ranked proposer, negotiations may commence with the next highest ranked responsive-responsible proposer up to the third ranked proposer, if determined to be in the best interest of the city, until a satisfactory agreement and contract amount that is fair, competitive, and reasonable is reached.

3) Reaffirm the City's right to pursue alternative courses of action.

On April 2, 2021, the Procurement Division of Finance formally advertised, issued, and distributed Mobility HUB Pre-Construction & Construction CMR Services, RFQ 2021-010. Seventeen (17) prospective proposers downloaded the RFP package from Public Purchase, the City's web-based e-Procurement service.

On May 10, 2021, seven (7) firms submitted proposals in response to the RFP: Florida Lemark Corporation, Kaufman Lynn Construction, Inc., KCV Constructors, Inc., Link Construction Group, Inc., NV2A Group, LLC., PCL Construction Services, Inc., and The Weitz Company, LLC.

The responses were reviewed by the Procurement Division in order to determine responsiveness to the requirements of the RFP. During the review, it was determined that the following proposer would be deemed non-responsive and would receive no further consideration for award: PCL Construction Services, Inc. (proposer failed to provide final statements prior to the opening of the RFQ).

On June 9, 2021, the Evaluation Committee convened to evaluate the six (6) responsive and responsible proposals and ranked the firms in the following order of preference: The Weitz Company, LLC., (top-ranked), Kaufman Lynn Construction, Inc., (second ranked), KCV Constructors, Inc., (third ranked), NV2A Group, LLC., (fourth ranked), Florida Lemark Corporation, (fifth ranked), and Link Construction Group, Inc. (sixth ranked). The Evaluation Committee determined that the top three ranked firms, The Weitz Company, LLC, (top-ranked)

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Kaufman Lynn Construction, Inc., (second ranked) and KCV Constructors, Inc. (third ranked) would continue to Oral Presentations.

On June 17, 2021, the Evaluation Committee convened to hear Oral Presentations from the top three ranked firms. After listening to the Oral Presentations, the Evaluation Committee determined that The Weitz Company, LLC., was the highest ranked responsive-responsible proposer.

The Evaluation Committee further recommended that should negotiations fail with the top-ranked firm negotiations could be conducted with the next ranked firm up to the third ranked. If determined to be in the best interest of the City.

After successful negotiations, a Preconstruction Services Agreement will be executed after a contract amount that is fair, competitive, and reasonable is reached. A more detailed description of the RFQ, proposal response and evaluation results will be provided to you as part of the Agenda package.

Please contact me should you have any questions.

Copy:
Miriam Soler Ramos, Esq., City Attorney
Billy Y. Urquia, City Clerk
Eduardo Santamaria, Assistant City Manager
Hermes Diaz, Director, Public Works
Ernesto Pino, Project Manager, Public Works
Diana M. Gomez, Finance Director
Celeste S. Walker-Harmon, Finance Assistant Director for Procurement

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Pre-Orals - June 9, 2021

Proposal Evaluation Form
RFQ 2021-010 Mobility HUB CMR Services
Totals Composite
Form Not Active

Selection Criteria \ Proposers	Maximum Criteria Points per Evaluator	Total Maximum Sub-Criteria Points	Florida Lemark Corporation	Kaufman Lyn Construction	KVC Constructors, Inc.	Link Construction Group, Inc.	NV2A Group, LLC	The Weitz Company, LLC
			TOTAL:	TOTAL:	TOTAL:	TOTAL:	TOTAL:	TOTAL:
Experience & Qualifications	45	225						
Proposer's qualifications, including, but not limited to: company history and description, the number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience, and proven track record of providing the scope of services as identified in this solicitation to public sector agencies.		75	58.0	70.0	67.0	47.0	62.0	70.0
Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County		25	18.0	23.0	23.0	18.0	22.0	23.0
Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.		25	17.0	22.0	22.0	15.0	24.0	24.0

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Proposer's financial stability		25	21.0	24.0	21.0	21.0	22.0	25.0
Qualifications and experience of all proposed key personnel (including sub-consultants)		75	61.0	70.0	67.0	52.0	63.0	71.0
Experience & Qualifications Total			175.0	209.0	200.0	153.0	193.0	213.0
Project Understanding, Proposed Approach, Methodology	35	175						
Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, strategies for assuring assigned work is completed on time, innovation interaction and communication with the community, City staff, and multiple stakeholders.		75	57.0	71.0	64.0	51.0	61.0	72.0
Recent, current, and projected workload for the Proposer and key personnel and how the potential contract will fit into the Proposer's workload.		15	14.0	13.0	15.0	15.0	15.0	15.0
Proposer's demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community.		25	20.0	24.0	20.0	16.0	19.0	22.0
Proposer's demonstrated ability to provide schedule control, cost control and quality control for the services specified herein. Proposer's experience with similar projects completed on-time and within budget.		25	22.0	24.0	23.0	16.0	21.0	24.0
Proposer's ability to deliver similar projects having significant community and business involvement.		25	18.0	24.0	21.0	15.0	21.0	24.0
Proposer's ability to work with other consultants designated by the City		10	9.0	9.0	10.0	10.0	10.0	10.0
Project Understanding, Proposed Approach, Methodology Total			140.0	165.0	153.0	123.0	147.0	167.0
Past Performance and References	20	100						
Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation.		50	40.0	48.0	48.0	26.0	46.0	49.0

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All contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City".		15	13.0	12.0	11.0	12.0	11.0	13.0
List with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same		20	19.0	20.0	20.0	20.0	20.0	20.0
Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D).		15	14.0	15.0	15.0	15.0	15.0	15.0
Past Performance and References Total			86.0	95.0	94.0	73.0	92.0	97.0
Not Applicable	0	0	0.0	0.0	0.0	0.0	0.0	0.0
Total Points	100	500	401.0	469.0	447.0	349.0	432.0	477.0
Ranking			5	2	3	6	4	1

Choose Another Form

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RFQ 2021-010
MOBILITY HUB PRE-CONSTRUCTION & CONSTRUCTION MANAGER & RISK SERVICES
EVALUATION OF PROPOSALS

SELECTION CRITERIA / PROPOSERS	Maximum Criteria Points	Maximum Sub-criteria points	Kaufman Lynn Construction	KVC Constructors, Inc.	The Weitz Group, LLC
Experience & Qualifications	45	225			
Proposer's qualifications, including, but not limited to the number of years in business, credentials, licenses, capabilities, and capacity to effectively meet the City's needs, number of employees, relevant experience, and proven track record of providing the scope of services as identified in this solicitation to public sector agencies.		75	70	68	71
Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County		25	23	23	24
Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.		25	22	22	24
Proposer's financial stability		25	24	22	25
Qualifications and experience of all proposed key personnel (including sub-consultants)		75	71	69	72
Experience & QualificationsTotal			210	204	216
Criteria Comments (Comments are required for Criteria totals that fall below the ranking of "Fair"					
Project Understanding, Proposed Approach, and Methodology	35	175			
Proposer's detailed approach and methodology as it relates to the scope of work requested in this RFQ, including innovative interaction and communication with the community, City staff, and multiple stakeholders		75	72	66	72
Recent, current, and projected workload of the Proposer and key personnel and how the potential contract will fit into the Proposer's workload.		15	13	15	15
Proposer's demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community		25	24	23	22
Proposer's demonstrated ability to provide schedule control, cost control and quality control for the services specified herein. Proposer's experience with similar projects completed on-time and within budget.		25	24	23	24
Proposer's ability to deliver similar projects having significant community and business involvement.		25	24	22	24
Proposer's ability to work with other consultants designated by the City		10	9	10	10
Project Understanding, Proposed Approach, and Methodology Total			166	159	167
Criteria Comments (Comments are required for Criteria totals that fall below the ranking of "Fair"					
Past Performance and References	20	100			
Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation		50	48	48	49
All contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City"		15	12	11	13
List with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same		20	20	20	20
Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D)		15	15	15	15
Past Performance and References Total			95	94	97
Criteria Comments (Comments are required for Criteria totals that fall below the ranking of "Fair"					
TOTAL POINTS	100	500	471	457	480

Signature / Chairperson / Reviewed By: [signature]

Print Name / Print Name: LEONARD GONZALEZ

Date: 6/17/21 6/19/21

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CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2021-226

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CHIEF PROCUREMENT OFFICER TO AWARD RFQ 2021-010 MOBILITY HUB PRE-CONSTRUCTION & CONSTRUCTION CMR SERVICES OF THE NEW STATE OF THE ART MOBILITY HUB PROJECT AND NEGOTIATE A PRECONSTRUCTION SERVICES AGREEMENT ("AGREEMENT") WITH THE WEITZ COMPANY, LLC., THE MOST QUALIFIED PROPOSER, PURSUANT TO SECTION 2-1057 OF THE PROCUREMENT CODE ENTITLED "CONSTRUCTION MANAGER-AT-RISK".

WHEREAS, on April 2, 2021, the Procurement Division of Finance formally advertised, issued, and distributed Mobility HUB Pre-Construction & Construction CMR Services, RFQ 2021-010 ("the RFQ"); and

WHEREAS, on April 9, 2021, a non-mandatory pre-qualification conference was held with twenty-five (17) prospective proposers in attendance of the eighty-three (83) prospective proposers who downloaded the RFQ package from Public Purchase, the City's web-based e-Procurement service; and

WHEREAS, on May 10, 2021, seven (7) firms submitted proposals in response to the RFP: Florida Lemark Corporation, Kaufman Lynn Construction, Inc., KCV Constructors, Inc., Link Construction Group, Inc., NV2A Group, LLC., PCL Construction Services, Inc., and The Weitz Company, LLC. A responsiveness review determined that PCL Construction Services, Inc. would be deemed non-responsive and would receive no further consideration for award: (proposer failed to provide final statements prior to the opening of the RFQ).; and

WHEREAS, on June 9, 2021, the Evaluation Committee convened to evaluate the six (6) responsive proposals, and short-listed for oral presentations the top three (3) proposers in the following order of preference: The Weitz Company, LLC, (top-ranked) Kaufman Lynn Construction, Inc., (second ranked) and KCV Constructors, Inc. (third ranked); and

WHEREAS, on June17, 2021, the Evaluation Committee convened for oral presentations from three (3) proposers. After listening to oral presentations, the evaluation committee ranked the firms in the following order of preference: The Weitz Company, LLC, (top-ranked) Kaufman Lynn Construction, Inc., (second ranked) and KCV Constructors, Inc. (third ranked). The Evaluation Committee determined that The Weitz Company, LLC, was the highest ranked responsive-responsible proposer; and

WHEREAS, the Evaluation Committee further recommended that should negotiations fail with The Weitz Company, LLC., negotiations may commence with the next highest ranked responsive-responsible proposer, up to the third ranked proposer, if determined to be in the best interest of the City, until a satisfactory agreement and contract amount that is fair, competitive, and reasonable is reached; and

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WHEREAS, the Chief Procurement Officer recommends accepting the Evaluation Committee's recommendation to award and negotiate with The Weitz Company, LLC., Inc for RFQ 202-010 Mobility HUB Pre-Construction & Construction CMR Services; and

WHEREAS, Section 2-585 of the Procurement Code authorizes the City Manager to delegate authority to the Procurement Officer to administer and make recommendations on City contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission accepts the recommendation of the Chief Procurement Officer to award RFQ 2021-010 Mobility HUB Pre-Construction & Construction CMR Services Project and negotiate Preconstruction Services & CMR Agreements ("Agreement") with The Weitz Company, LLC., the most qualified Proposer, pursuant to section 2-1057 of the Procurement Code entitled "Construction manager-at-risk" and Request for Qualifications (RFQ) 2021-010; should negotiations fail with The Weitz Company, LLC., negotiations may commence with the next highest ranked responsive-responsible proposer, up to the third ranked qualified proposer, if determined to be in the best interest of the City, until a satisfactory Agreement and contract amount that is fair, competitive, and reasonable is reached.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FOURTH DAY OF AUGUST, A.D., 2021.
(Moved: Anderson / Seconded: Mena)
(Yeas: Mena, Menendez, Anderson, Fors, Jr., Lago)
(Unanimous: 5-0 Vote)
(Agenda Item: I-2)

APPROVED:

DocuSigned by:
53B880AB93824A5...
VINCE LAGO
MAYOR

ATTEST:

DocuSigned by:
358417D2FA884FF...
BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
03A0CB1421E64AC...
MIRIAM SOLER RAMOS
CITY ATTORNEY

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From: Ruiz, David [druiz@coralgables.com]
To: Gonzalez, Yusbel [ygonzalez@coralgables.com]
Subject: FW: RFQ 2021-010 Mobility HUB CMR Services The Weitz CE00003235
Sent: Fri 7/9/2021 12:42 PM GMT-07:00
Importance: Normal

They are compliant.

David Ruiz

Risk Manager JD CPCU

City of Coral Gables

2151 Salzedo Street, 5th Floor

Coral Gables FL 33134

305-460-5528

druiz@coralgables.com <mailto:druiz@coralgables.com>

From: Chuck Congdon <Chuck.Congdon@weitz.com>
Sent: Friday, July 9, 2021 3:39 PM
To: Gonzalez, Yusbel <ygonzalez@coralgables.com>
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com>; Walker-Harmon, Celeste <cwalker@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

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Yusbel,

Please review and advise if the attached letter will suffice in lieu of actual endorsements previously requested.

Thank you,

CHUCK CONGDON
Project Executive, LEED AP

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1400 Centrepark Boulevard, Suite 700, West Palm Beach, FL 33401
o 561.686.5511 c 561-723-5976 e chuck.congdon@weitz.com
<mailto:chuck.congdon@weitz.com>

<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHcpBDoMgEAXQf6ECxmirK9268wgIxpIMxYy0E720V2h0-_LQ44zAKQDTbppFbfxT0QZy6ZM5kXIpoqibwb9kNKV5VjU8f8PRucSWFjvRvN3pnfPaai0iSuaQjws1gIcH_uaTIRs&Z>

From: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Sent: Thursday, July 8, 2021 5:37 PM
To: Chuck Congdon <Chuck.Congdon@weitz.com <mailto:Chuck.Congdon@weitz.com> >
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Walker-Harmon, Celeste
<cwalker@coralgables.com <mailto:cwalker@coralgables.com> >; Ruiz, David
<druiz@coralgables.com <mailto:druiz@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

Mr. Congdon:

I communicated your request below to our Risk Manager. Receipt of such letter may be acceptable. Please provide by tomorrow, Friday, July 9th.

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72nd Avenue

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Miami, FL 33155

Office: 305-460-5107|Fax: 305-261-1601

Email: ygonzalez@coralgables.com <mailto:ygonzalez@coralgables.com>

Website: https://www.coralgables.com/departments/Procurement
<http://webdefence.global.blackspider.com/urlwrap/?q=AXicXczdboIwAIbhXg1nxQqW4RKymYA4fwjoFqYnBNsKRKDYFqretLew6OEOv7xPPjADjwaAhwZA1Dc0LUwpBrPJq5rwVglem4Q3YOxMl9TVCbLRG3YAFX11_yRc5HWRH2smX6hUqpPvo1EvaspOrJXM7ATnp45XrXqK0WA940fvvSi0Z1mmtTb_HWWUdblQDWuVzGLBSS_YcxjU8_VmPisM4oV5sh6T6LBvi92qCC9a7aZf2hAeCc4WWkSbq4VlGqLbdZvhKJr0NCzRdSK3rTsJIuRXco6Mxlv7G6Yx_h63cVAdV0Wz9KEuM3kh9_S3s8vUv6wcQg4_58SQntTJwrLdOAvIkUKkcRzuq5vrpB1cftcDxMSZD4Gfc0gM5gEAIAXgD98Ydt0&Z>

<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHc3LjoIwAIXhPg07sHJRmITMkKDoqGQQGS8b0paKjBSwBYu-tK8w6upfnC85wAMPBsBDAsDLG3RyTfCrxlBRkrpqeV1qpGZgOHK-M1tG0IBjawQy3hX3L1JzVOYIl1S80altG_ExGHS8zOiRVoJqDa_rY1MXVfsSg6v-Gj87901Vw0tTKaV2qzuOCClRwV4sxSjLqUghGWH9iJGq-w4xs2dMYuFnbIyMZyyb2mNDx1Q39bTpcFkQ1Zo-D5TM9eVq6uUKcQMULYckPOyrPF7kwUW2sTOXCnfJ5KzDWbjqdUtsA3jr16kVhmaXBSfYm2Jd2eYkhH4hplBh7tJfUWlZm2H1MynwImffvipPqbiQ-3bXGKetf1mMCDkk50gRbuvE7YbGv8PrzjPZ3IzvibdZJfsAN1uW7KOEwSXs_9azS6RQFwCgZgD8A1g9gXY&Z>

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From: Chuck Congdon <Chuck.Congdon@weitz.com <mailto:Chuck.Congdon@weitz.com> >
Sent: Wednesday, July 7, 2021 9:53 PM
To: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Walker-Harmon, Celeste
<cwalker@coralgables.com <mailto:cwalker@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

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Yusbel,

After reviewing the additional request, our Risk Manager has advised that we have an excess policy in lieu of umbrella. Our excess is following form, meaning if it is covered in the primary, it is covered by the excess policy. In lieu of the actual endorsements, will you accept a letter from either our insurance broker or company evidencing our policy extends additional insured

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status on a primary and non-contributory basis? Please let me know if this is acceptable so we can forward the documentation.

Thank you,

CHUCK CONGDON
Project Executive, LEED AP

1400 Centrepark Boulevard, Suite 700, West Palm Beach, FL 33401
o 561.686.5511 c 561-723-5976 e chuck.congdon@weitz.com
<mailto:chuck.congdon@weitz.com>

<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHYvBkqIwAETzNdzAgKA4VdQuMwF0FBScVdYLBSEiKxBIkIg_Pb-wOoc-dPd7wAbfNQDfAgBWjXBRKJwNSp2WFaZNz2ilYFoDdbb4zE0RwimcGzOQs1v5-I0pS6sizSrCf6BL37f8bTK5sSonZ9JworSM0nNLy6Z_EZNBe52_btYLlad2kgiS_bCYKEVFs7RSsirFV96WOWEvJ3kKgqVtIk_dTp4iOy7xEtM7or54lvA8OntyvLw3mO3X84h9vDvFNitGJ0qNwCV0HBiE250vvNo2r8t8jrI8DvVNpNabD8apF38Ne1c23AHND3Blru7jgaL2OXQ-pV7jL1HK_pWx2ah6pmVbWG265UOzT0Uka4g8g8s-lLXZScotJHzXLiRseWm4UXFw-tsU-3XhdaLfL1ZCYhZ2rhpcBv5dM_jRg-M9Sowg0G-5d4F3nUeNqTsBRCV3oVRbG-QTYRhfarNzymxd1J9IFpeEd_hxjNvp5Yi69Qzj059rKHGrVAttezhkfNWl-imKDRfvAhOLPDP4gPrtdT3jTUIjPwslYgEA5ByA_6dQqvI&Z>

From: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Sent: Tuesday, July 6, 2021 8:57 AM
To: Meg Heppner <Meg.Heppner@weitz.com <mailto:Meg.Heppner@weitz.com> >
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Michael Thomas <Michael.Thomas@weitz.com
<mailto:Michael.Thomas@weitz.com> >; Chuck Congdon <Chuck.Congdon@weitz.com
<mailto:Chuck.Congdon@weitz.com> >; Marie Salt <Marie.Salt@weitz.com
<mailto:Marie.Salt@weitz.com> >; Walker-Harmon, Celeste <cwalker@coralgables.com
<mailto:cwalker@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

Good morning Ms. Heppner:

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Our Risk Manager reviewed the attached insurance documents. The below items are missing. Can you please provide these missing items by Thursday, July 8th?

* Excess Liability - A copy of the required Additional Insured Endorsement (covering completed work and on-going operations)
* Excess Liability - A copy of the required Primary and Non-Contributory Endorsement.

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72nd Avenue

Miami, FL 33155

Office: 305-460-5107|Fax: 305-261-1601

Email: ygonzalez@coralgables.com <mailto:ygonzalez@coralgables.com>

Website: https://www.coralgables.com/departments/Procurement
<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHZDZkqIwFIZ5Gu-0WYSWqbJmAhFUFveG5sbCAAHZEyXgS_crDPbt-b9_qcMB7qfkuB_GcaQYeBXPKOlmZZgVqK4epC5mqC45QVG30YIdeIn_lBUuIs_s9Q_VJCxweCti-gulj0dD_3x8PEkRxUlc0XjWkLpOmjqrHm_ioxPf4t_n8o1OJXC9svj2y6J4hov6FhazWxGinDZZFJO35zoaGAmb61Qy2qkEgZ8hH72iW71hYHNLfSxU31aHRc0aaHivDdvW4GY4a62pr9RxYDoVoRx6asojJ0qqMkkcYDxYCDw2KqC1prKxIZg1u3a_PVf-rtUs6la2B-BJyr_uhu43upHb2LtvlOB-CSRpU1JCHHj3jlDATR_7duBa1jPT1ofs0j9NSAe33Lbk-R257mdiipGmflU2DVSp78a6e6VpsR5cDkp2GjcYO9Zpfr4nZ91LzuNhyERB2psD6SULj_xpXTxMUdUVNWvmUncKUbIuY1b5GAqu3afKAmamiKlGdWW063goYNh0NtDlHcKe0I__3wF5kSuNaq4qp2DpZ3scg3sor4Fbfi6igy05jPmCn7tuXMyThliVX-J-WxeqITx8n7_ARDXFwdi2Y8VZz15QXX9Hu0pc8HMMgAossB8jX5f4eJmKSjCJlpA5BsATtDTDgy0gN_iu8MnCZsseJ3XDJmSJVrnIr12nF2XqmfzQH6-y686fkZny_Zweq8V85fIwowY_KZc2dGImy2eh2q-ym4XLLZyy9Epb9PL8Rko92FoKQsElP0zocuOwkuwXSrfSuyBfoENTy0Hs-8Fhu7tDMz5_-aHbZujcg0m85DhuGnHcf525BBo&Z>

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From: Meg Heppner <Meg.Heppner@weitz.com <mailto:Meg.Heppner@weitz.com> >
Sent: Thursday, July 1, 2021 10:24 AM
To: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Michael Thomas <Michael.Thomas@weitz.com
<mailto:Michael.Thomas@weitz.com> >; Chuck Congdon <Chuck.Congdon@weitz.com
<mailto:Chuck.Congdon@weitz.com> >; Marie Salt <Marie.Salt@weitz.com
<mailto:Marie.Salt@weitz.com> >; Walker-Harmon, Celeste <cwalker@coralgables.com
<mailto:cwalker@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

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Hello Mr. Gonzalez,

Please use the link below to view the revised certificate.

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Thank you,

MEG HEPPNER
Marketing Coordinator

1400 Centrepark Boulevard, Suite 700, West Palm Beach, FL 33401
o 561.687.4859 e meg.heppner@weitz.com <mailto:meg.heppner@weitz.com>

<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHZLbrrJIEIV5Gu90cxYnMTN
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From: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Sent: Thursday, July 1, 2021 8:46 AM
To: Meg Heppner <Meg.Heppner@weitz.com <mailto:Meg.Heppner@weitz.com> >
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Michael Thomas <Michael.Thomas@weitz.com

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<mailto:Michael.Thomas@weitz.com> >; Chuck Congdon <Chuck.Congdon@weitz.com
<mailto:Chuck.Congdon@weitz.com> >; Marie Salt <Marie.Salt@weitz.com
<mailto:Marie.Salt@weitz.com> >; Walker-Harmon, Celeste <cwalker@coralgables.com
<mailto:cwalker@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

Good morning Meg:

Please see below updated list of missing insurance items. Our Risk Manager informed us that the attached documents already contained the "Waiver of Subrogation" endorsement, so it was removed from the list of pending items.

Excess Liability – A copy of the required Additional Insured Endorsement (covering completed work and on-going operations)

Excess Liability – A copy of the required Primary and Non-Contributory Endorsement.

Pollution Liability - A copy of the required Additional Insured Endorsement

Pollution Liability - A copy of the required Primary and Non-Contributory Endorsement.

Pollution Liability – A copy of the required Waiver of Subrogation Endorsement

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72nd Avenue

Miami, FL 33155

Office: 305-460-5107|Fax: 305-261-1601

Email: ygonzalez@coralgables.com <mailto:ygonzalez@coralgables.com>

Website: https://www.coralgables.com/departments/Procurement
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From: Gonzalez, Yusbel
Sent: Tuesday, June 29, 2021 11:18 AM
To: Meg Heppner <Meg.Heppner@weitz.com <mailto:Meg.Heppner@weitz.com> >

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Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Michael Thomas <Michael.Thomas@weitz.com
<mailto:Michael.Thomas@weitz.com> >; Chuck Congdon <Chuck.Congdon@weitz.com
<mailto:Chuck.Congdon@weitz.com> >; Marie Salt <Marie.Salt@weitz.com
<mailto:Marie.Salt@weitz.com> >; Walker-Harmon, Celeste <cwalker@coralgables.com
<mailto:cwalker@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

Good morning Ms. Heppner:

Our Risk Manager reviewed the attached insurance, based on the requirements shown under Article 11 of the Preconstruction Services Agreement. Please note the missing items below. Can you please provide these as soon as possible? Thanks!

Excess Liability – A copy of the required Additional Insured Endorsement (covering completed work and on-going operations)

Excess Liability – A copy of the required Primary and Non-Contributory Endorsement.

Excess Liability - A copy of the required Waiver of Subrogation Endorsement.

Pollution Liability - A copy of the required Additional Insured Endorsement

Pollution Liability - A copy of the required Primary and Non-Contributory Endorsement.

Pollution Liability – A copy of the required Waiver of Subrogation Endorsement

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72nd Avenue

Miami, FL 33155

Office: 305-460-5107|Fax: 305-261-1601

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<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHZLJjqtIEEX5Gu9clcx2S1Y
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From: Meg Heppner <Meg.Heppner@weitz.com <mailto:Meg.Heppner@weitz.com> >
Sent: Monday, June 28, 2021 4:58 PM
To: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Cc: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >; Michael Thomas <Michael.Thomas@weitz.com
<mailto:Michael.Thomas@weitz.com> >; Chuck Congdon <Chuck.Congdon@weitz.com
<mailto:Chuck.Congdon@weitz.com> >; Marie Salt <Marie.Salt@weitz.com
<mailto:Marie.Salt@weitz.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services

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Hello Mr. Gonzales,

Please see use the link below to view our certificate of insurance.

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Thank you,

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MEG HEPPNER
Marketing Coordinator

1400 Centrepark Boulevard, Suite 700, West Palm Beach, FL 33401
o 561.687.4859 e meg.heppner@weitz.com <mailto:meg.heppner@weitz.com>

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From: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >
Sent: Monday, June 28, 2021 10:19 AM
To: Meg Heppner <Meg.Heppner@weitz.com <mailto:Meg.Heppner@weitz.com> >
Subject: FW: RFQ 2021-010 Mobility HUB CMR Services
Importance: High

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From: Gonzalez, Yusbel <ygonzalez@coralgables.com
<mailto:ygonzalez@coralgables.com> >
Sent: Monday, June 28, 2021 9:57 AM
To: Dennis Gallagher <Dennis.Gallagher@weitz.com
<mailto:Dennis.Gallagher@weitz.com> >
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com
<mailto:cwalker@coralgables.com> >; Pino, Ernesto <epino@coralgables.com
<mailto:epino@coralgables.com> >
Subject: RE: RFQ 2021-010 Mobility HUB CMR Services
Importance: High

Dear Mr. Gallagher:

Hope you are doing well. I'm following up on the insurance documents requested via the attached Notice of Award sent to you on June 21, 2021. They are due today, Monday June 28th, 2021. At your earliest opportunity, please send to me via email.

Please note: Mr. Leonard Gonzalez is no longer with the City of Coral Gables. I will be your point of contact here in the Procurement Division moving forward.

If you have any questions, please let me know.

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist

City of Coral Gables

Procurement Division

2800 SW 72nd Avenue

Miami, FL 33155

Office: 305-460-5107|Fax: 305-261-1601

Email: ygonzalez@coralgables.com <mailto:ygonzalez@coralgables.com>

Website: https://www.coralgables.com/departments/Procurement
<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHZRHkrNIEIV1mt6pf0wBYiI6ZvDeSthNB94I7yS49Fxh0Oxekt8js5JKLtTl3_Zy-fd1uUzNDpHF9zxt321UNUnfLVPffCd9e4FxUk5vLwtCIQLDL-

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From: Gonzalez, Leonard <lgonzalez2@coralgables.com <mailto:lgonzalez2@coralgables.com> >
Sent: Monday, June 21, 2021 3:19 PM
To: Dennis Gallagher <Dennis.Gallagher@weitz.com <mailto:Dennis.Gallagher@weitz.com> >
Cc: Gonzalez, Yusbel <ygonzalez@coralgables.com <mailto:ygonzalez@coralgables.com> >; Walker-Harmon, Celeste <cwalker@coralgables.com <mailto:cwalker@coralgables.com> >
Subject: RFQ 2021-010 Mobility HUB CMR Services

Good afternoon Mr. Gallagher,

Please refer to the attached letter for the Award Notice for RFP 2021-010 Mobility HUB CMR Services.

Thank you,

Leonard Gonzalez

Senior Procurement Manager

City of Coral Gables

Procurement Division

2800 SW 72nd Avenue

Miami, FL 33155

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Office: 305-460-5115|Fax: 305-261-1601

Email: lgonzalez2@coralgables.com <mailto:lgonzalez2@coralgables.com>

Website: www.coralgables.com/departments/Procurement
<http://webdefence.global.blackspider.com/urlwrap/?q=AXicHZRXkqw6EoZrNf3WfXCFmYiOGShc4Qoj7MsJPBTem03fLQx1IyTxp_QplakMdKNv_zS32z_b7TbWB0TlP9O4_jRhWcddO49d_RN3zQ3GKSkhNwNCIeKO35JxKc__xd0Y1nkY1en0L1TMcz_958-fZayTNEvbKf3px67L-q5s5w_xZ0U-i_9dfj_oN0r__bul0b9snP7kdReF9U9Uh3E19WWSjp89f68N2xj2f79RfvhGWdorYzFQgmron9wzoJqRGKOKoRu6eDONARjJ5OtiYb0gKOWd3fqYHIFYL0M5nOv6fef19_OM42i6pK9kxPSNsDviE3px6qr4HsiMkxwNGj2AsPbFWEaCvFQ07y4O3K-BFtpYPFDeQYl3P37cOB_s7fDAFAWwRZeVx_cev1j10itxbkgYBK0S79fU1UZxJEdsRC5Zsxeh4M_z0uklyasLbLZc5n1HdAkbqalaIRuYiXh-wolNrtKu1VPR9u6ym9wAiqC7OkFAUPYi-bMkgZSVjaTYqfPEgGh3gvzsBSLduCMKOtHjFrAepQk9typNQd2us3YI0-Dvr2E0loiAcMboAjQZLA-1d7xqqNJ5BxCLLTmxbwWs5vnsvZUBI8OgGquOD0KI9-tWKs_2vVDFoNgcAZYSOiwwSzFeuk_xiphC8f1zWffdYAIB5K5QpyIL153qekwrJrtVXYcf-suO4hpu4Ofx7EwLI099upyrrIEYvTc3rgVWPNfyJbP7Z6xEA6YtyOppxsattgwG-UHYzKsKpu5eIv4mXyebILCy0DYSOqIQFpK9GSlwi2TOhJB8O22EROGbuTTqnAVY15AReJyRuy3AOBJbayCrzRa92-izjlou4hzLRGw7Teg7PmKFQHnw_QVIEa3K0IoNUjNFoEnB9KR4VsI521RAcwXRXLnbzQDu8mJjs_6x7H44Yvc1UnGd4bopiNLDbcdqNo9BSifsyAwx30hVIPzuxSbLg5oiu-KMNWRgwqy19iynkaRoqdHSkLPQ2skT91008RRN86CQdGNQIv06rcf7qXvsAJzCxhNVjw-4eAKnIstqHWdRqCneVdZhkCIE27iMo1DFUSzOy3X8hVml50ZHdSWwwADoh5v6LlIpOJ2kx8w9hwqakVbjpvLJeKvGXRxpHpsaHy_4Ab_o8VN4Ve6raXPiS4vtNUi-pl4fTuxL7xXXFA44IFCmjHozalhVGyNXIQjoLJgtI15z3x4B53zusDf27KSXsMxTP8MDMASOYM8Iw65OosoQkWQPcXHWfiLBQ-RgY43lqR9UFDEQpynVQM3pJtNIapuDwBvcvdSllZcn7Hn5zsIzMhOcDZe5j0p1U_FRh64qDQFWogtbwzhnDA-US1btk5T3GrfDb-iRjYpERnDfgteEUU9RUI_3SS4nI_n5PT8Qcvj88tLy3uQTksvjvu9OctSyHjH254VQhVxxj7Xyg3qixp18xzFHmEgj6L1saw8wuQgs9mZRieqgE4JT8JFSyTLzsFx7elCbwrx1FbWO1jmVoqPSnaGOQVuo1zr6BM0nJODRz8Py4AIczr1LPrpaR8IxGNWq3CpsQS11URLYxjHCrlsDf3EwdPDNyMoSphNHhxNoil0dvcJl0KjvzCtwPPhKftlN5en8K_4VQkOBYy3w29ySc2HYZot6bl_jb8xVCCRq6o7cJ1eAjt38e9c0bEmEAtqxyWxJjNMgtpx46Kv5VVg13e53ALc6V0Zy3kjs91b8nYb4dL0eLVx2kPE4DuzK-Jp-CacgxCmi_VxhZil1DGLZ1LnnQ_7uygy3cSg-x5HfSQT9lf7ebrfv5Hb7P2gcSng&Z>

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CONTRACT AND SOLICITATION REQUEST FORM

PROJECT/CONTRACT TITLE: **DATE:**

Parking Garage 1 Mobility Hub Project - RFQ for Construction Manager at Risk Services

PROJECT MANAGER, CONTRACT MANAGER, CONSULTANT:

Project Manager/Requestor:	PHONE:	EMAIL:
Ernesto Pino	305 460-5004	epino@coralgables.com
Project Manager/Requestor Signature: Ernesto R. Pino Digitally signed by Ernesto R. Pino Date: 2021.02.23 14:51:10 -05'00'		
Procurement Contract Manager:	**PHONE:**	**EMAIL:**
Consultant, if applicable:	**PHONE:**	**EMAIL:**

PROJECT/ CONTRACT DESCRIPTION:

The project involves the replacement of the existing 1960s, 282 spaces, Parking Garage Building with a new state of the art 750 spaces, Mobility Hub with ground floor retail, paseo connections to Miracle Mile, electric vehicle charging infrastructure, and activated roof.
Note: this request is to prequalify Construction Manager firms. It does not require financial encumbrances.

ADVISORY BOARD/COMMITTEE RECOMMENDATION(S): (If applicable)

Date	Board/Committee	Comments
N.A.		

ENGINEERING ESTIMATE (If Applicable):
$28,958,000.00

CONTRACT FINANCIAL INFORMATION:

Amount	Account No.	Project String	Source of Funds
28,958,000.00		c-garage1.3-const.cons-gci	
Funds, Account No. and Project String Verified by: Ernesto R. Pino Digitally signed by Ernesto R. Pino Date: 2021.02.24 15:59:04 -05'00'		**Print Name:** Ernesto Pino	
Total:	$28,958,000.000	**Management & Budget Director:** Keith Kleiman Digitally signed by Keith Kleiman Date: 2021.02.26 08:21:48 -05'00'	

GRANT FUNDED ☐ Yes ☐ No	SOURCE:	AGREEMENT NO.

SUBMITTED AND APPROVED BY:

Assistant Director:	Department Director:	Date Received by Procurement:
	Digitally signed by Hermes Diaz Date: 2021.02.25 11:05:04 -05'00'	02/26/2021

REQUIRED ATTACHMENT(S):

1. **Project Status Report**
2. **Special Conditions (If applicable)**
3. **Desired Timeline**
4. **Construction Plans (If applicable)**
5. **Scope of Services/Scope of Work**
6. **Technical Specification (If applicable)**

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From: Suarez, Cristina
To: Gonzalez, Leonard; Ruiz, David
Cc: Walker-Harmon, Celeste
Subject: RE: Agreement and Insurance
Date: Tuesday, March 30, 2021 9:53:57 AM
Attachments: image001.png
image002.png
image003.png
3UL4948-Updated CMAR scope.DOCX
3UN2376-Revised RFQ for CMR.DOCX
3UN2771-Precon CM Agreement.docx

Leonard,

Please see attached revised documents and let me know if you have any questions.

Thanks,
Cristina

Cristina M. Suárez
Deputy City Attorney & City Prosecutor
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Main Phone: (305) 460-5218
Direct Dial: (305) 476-7231
Email: csuarez@coralgables.com

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From: Gonzalez, Leonard <lgonzalez2@coralgables.com>
Sent: Monday, March 29, 2021 9:36 AM
To: Suarez, Cristina <csuarez@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: RE: Agreement and Insurance

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Thank you.

Leonard Gonzalez
Senior Procurement Manager
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5115|Fax: 305-261-1601
Email: lgonzalez2@coralgables.com
Website: www.coralgables.com/departments/Procurement

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From: Suarez, Cristina <csuarez@coralgables.com>
Sent: Monday, March 29, 2021 9:23 AM
To: Gonzalez, Leonard <lgonzalez2@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: RE: Agreement and Insurance

Good morning Leonard,

I received comments from Tiffany over the weekend. I will review and get them back to you.

Thanks,
Cristina

Cristina M. Suárez
Deputy City Attorney & City Prosecutor
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Main Phone: (305) 460-5218
Direct Dial: (305) 476-7231
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From: Gonzalez, Leonard <lgonzalez2@coralgables.com>
Sent: Monday, March 29, 2021 8:11 AM
To: Suarez, Cristina <csuarez@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: RE: Agreement and Insurance

Cristina,

Thank you for the update. Please provide comments as soon as possible. Working to publish solicitation this week.

CORAL GABLES
THE CITY BEAUTIFUL

Leonard Gonzalez
Senior Procurement Manager
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5115|Fax: 305-261-1601
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From: Suarez, Cristina <csuarez@coralgables.com>
Sent: Thursday, March 25, 2021 9:20 AM
To: Gonzalez, Leonard <lgonzalez2@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: RE: Agreement and Insurance

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Good morning Leonard:

By way of update, special counsel Tiffany Hurwitz has advised that she should be able to provide comments to the agreement tomorrow. I'll let you know as soon as we have completed our review.

Thanks,
Cristina

Cristina M. Suárez
Deputy City Attorney & City Prosecutor
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Main Phone: (305) 460-5218
Direct Dial: (305) 476-7231
Email: csuarez@coralgables.com

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From: Gonzalez, Leonard <lgonzalez2@coralgables.com>
Sent: Monday, March 22, 2021 5:04 PM
To: Suarez, Cristina <csuarez@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: RE: Agreement and Insurance

Thank you.

Leonard Gonzalez
Senior Procurement Manager
City of Coral Gables

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From: Suarez, Cristina <csuarez@coralgables.com>
Sent: Monday, March 22, 2021 5:03 PM
To: Gonzalez, Leonard <lgonzalez2@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: RE: Agreement and Insurance

Good afternoon Leonard:

Given that this is a significant construction project, I will ask our special counsel for construction, Tiffany Hurwitz, to review and provide her input. I will ask Tiffany to expedite her review and to let us know when she anticipates that she will be able to provide her comments.

Thanks,
Cristina

Cristina M. Suárez
Deputy City Attorney & City Prosecutor
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Main Phone: (305) 460-5218
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From: Gonzalez, Leonard <lgonzalez2@coralgables.com>
Sent: Monday, March 22, 2021 4:51 PM
To: Suarez, Cristina <csuarez@coralgables.com>; Ruiz, David <druiz@coralgables.com>
Cc: Walker-Harmon, Celeste <cwalker@coralgables.com>
Subject: Agreement and Insurance

Hello Cristina and David,

We will be publishing a new Request for Qualification (RFQ) solicitation in the hopes of contacting with a Construction Manager at Risk (CMR) firm for the new State of The Art Mobility Hub project.

Cristina,

I have attached draft copy of the preconstruction agreement under which the awarded CMR would be bound to for your review and approval as to the form and legal sufficiency. Also attached is the draft of the RFQ and Scope for reference.

David,

Would you please review the insurance requirements in the RFQ , Section 5, paragraph 5.6, page 30 – 34 and Article 11 of the Draft Sample Preconstruction Agreement.

If you could both respond with your review by Thursday, March 25th, it would be appreciated.

Thank you,

CORAL GABLES
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Leonard Gonzalez
Senior Procurement Manager
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5115|Fax: 305-261-1601
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PRECONSTRUCTION SERVICES AGREEMENT # RFQ 2021-010

MOBILITY HUB PRECONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

THIS PRECONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made as of this 17th day of September 2021 (the "Effective Date"), between the City of Coral Gables, a Florida municipal corporation (the "City"), having its principal address at: City of Coral Gables Finance Department/ Procurement Division, 405 Biltmore Way, Coral Gables, Florida 33134, and The Weitz Company, LLC ("Preconstruction Construction Manager" or "Preconstruction CM") having its principal place of business at 1214 S. Andrews Ave., Suite 302, Fort Lauderdale, FL 33316 and Florida General Contractor's License # CGC1509819. The City and Preconstruction CM are sometimes collectively referred to herein as the "Parties" and each, individually, as a "Party."

RECITALS

WHEREAS, the City issued a Request for Qualifications No. 2021-010 (the "RFQ") seeking qualifications and from contractors to provide certain preconstruction services and service, labor and materials as a Preconstruction CM at risk for construction of the State-of-the-Art Mobility Hub (the "Project");

WHEREAS, Preconstruction CM submitted its qualifications ("Preconstruction CM's Qualifications") in response to the City's RFQ outlining Preconstruction CM's extensive experience and expertise in projects similar to the Project;

WHEREAS, the City selected Preconstruction CM to perform certain preconstruction services for the Project as set forth in this Agreement (the "Preconstruction Services") pursuant to Sections 255.103 and 287.055, Florida Statutes;

WHEREAS, City desires to contract with Preconstruction CM to perform the Preconstruction Services while the Parties negotiate the terms of the agreement for the construction of the Project (the "Construction Management Agreement");

WHEREAS, the City and Preconstruction CM acknowledge and agree that no enforceable promise or agreement by the City exists as to the award of the Construction Management Agreement to Preconstruction CM, that no representation has been made, written or oral, as to the award of the Construction Management Agreement to Preconstruction CM, and that no commitment can be made by any employee or representative of the City as to the award of the Construction Management Agreement to Preconstruction CM. The Parties will continue to negotiate the terms of the Construction Management Agreement in good faith, but no such Construction Management Agreement shall be construed or inferred until such time as a written Construction Management Agreement is mutually executed by the Parties;

WHEREAS, the City seeks the advice, recommendations and services of Preconstruction CM as part of City's effort to identify issues in the design of the Project, provide alternative ideas thereto, and to expedite construction in order to minimize construction-related problems and delays, and to deliver the Project in accordance with City's budget and City's time requirements;

WHEREAS, Preconstruction CM understands that is the City's intent by engaging Preconstruction CM to minimize the risk of change orders in the construction of the Project related to unforeseen conditions and constructability issues and to maximize the possibility of the timely completion of the Project;

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PRECONSTRUCTION SERVICES AGREEMENT # RFQ 2021-010

MOBILITY HUB PRECONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

WHEREAS, the Preconstruction CM agrees to provide the Preconstruction Services as defined in this Agreement during the Term of this Agreement in accordance with terms and conditions of this Agreement and reasonable industry standards. The Preconstruction Services can be modified upon written agreement by the Parties;

WHEREAS, all information (including any electronic files) generated by Preconstruction CM in its performance of the Preconstruction Services shall be and remain the property of the City and Preconstruction CM agrees to provide such information to the City as reasonably requested;

WHEREAS, Preconstruction CM has examined the Preconstruction Services required hereunder and desires to provide the Preconstruction Services to the City;

WHEREAS, the Preconstruction CM agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, the City, through action of the City of Coral Gables City Commission, by Resolution No. 2021-226, has authorized the City of Coral Gables City Manager to execute this Agreement on behalf of the City.

WITNESSETH, the City and Preconstruction CM, for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, hereby agree as follows:

ARTICLE 1
DEFINITIONS; EXHIBITS

1.1 "Design Consultant/Architect" means the architect for the Project, construction of the State-of-the-Art Mobility Hub.

1.2 "City Commission" means the legislative body of City of Coral Gables.

1.3 The "City" means the City of Coral Gables, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, the City's performance is pursuant to the City's position as the owner of the Project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to the City's authority as a governmental body and shall not be attributable in any manner to the City as a Party to this Agreement. For the purposes of this Agreement, the "City" without modification shall mean City Manager or Public Works Director, as applicable.

1.4 "Project Manager" means the City's Director of Public Works or its designee, who may be designated in the City's sole discretion.

1.5 "Force Majeure" shall mean an Act of God, war, government regulation, pandemic, act of terrorism, civil disorder, strikes (except those involving Preconstruction CM's employees or agents), or other emergency beyond the parties' control, making inadvisable, illegal or impossible to perform the obligations under this Agreement.

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1.6 "Hourly Rates" means the hourly rates which are part of Preconstruction CM's Preconstruction Services Breakdown attached hereto as **Exhibit "A."**

1.7 "Notice To Proceed" means a duly authorized written letter or directive issued by the Project Manager directing that Preconstruction CM begin Preconstruction Services for the Project.

1.8 "Subcontractor" means any person who has a written agreement with Preconstruction CM to perform a portion of the Preconstruction Services or to furnish materials or equipment for incorporation into the Project.

1.9 Exhibits. The Exhibits to this Agreement which are incorporated into this Agreement are as follows:

Exhibit "A"	**Preconstruction Services Breakdown**
Exhibit "B"	**Preconstruction Services Schedule**
Exhibit "C"	**Preconstruction CM's Key Personnel**
Exhibit "D"	**RFQ**
Exhibit "E"	**Certificate of Insurance**
Exhibit "F"	**Preconstruction CM's Qualifications**

ARTICLE 2
GENERAL PROVISIONS

2.1 Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2.2 This Agreement incorporates and supersedes all previous agreements, written, oral and contemporaneous communications between the Parties regarding the Project.

2.3 Term. Upon receipt of a Notice to Proceed from City, Preconstruction CM shall commence performance of the Preconstruction Services and continue to perform the Preconstruction Services through termination or completion of this Agreement (the "Term").

2.3.1 Preconstruction CM shall perform the Preconstruction Services timely and diligently so as not to delay the Project and in accordance with the Preconstruction Services Schedule attached hereto as **Exhibit "B,"** subject to Section 7.3.

2.4 Priority of Interpretation. The City of Coral Gables Code and City Resolutions issued prior to the Effective Date shall take precedence over this Agreement and the Exhibits hereto. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the City of Coral Gables Code and City Resolutions issued prior to the Effective Date, this Agreement, and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence according to the following priority:

a. The City of Coral Gables Code and City Resolutions;
b. Any Change Orders, as approved by the City Commission;
c. This Agreement;

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d. Preconstruction CM Services Breakdown attached as **Exhibit "A"; and**
e. Other Exhibit

2.5 Background Investigation. Preconstruction CM agrees that all employees of Preconstruction CM and Subcontractor may be subject to an annual background investigation.

2.5.1 Polygraph Examination. The Preconstruction CM understands that all of its employees may be required to submit to polygraph examinations at the request of the City, and Preconstruction CM agrees that its employees will do so if requested.

2.6 Drug Free Workplace. Preconstruction CM, its employees, agents and Subcontractors shall comply with the City's Drug Free Workplace Policy at Preconstruction CM's expense. The City may require that Preconstruction CM and/or its employees, agents and Subcontractors performing services for the Project submit to a yearly medical and drug screen examination, at Preconstruction CM expense.

2.7 Confidential Information. Preconstruction CM agrees that any information received by Preconstruction CM from the City for the Project and which is not publicly available, shall not be revealed to any persons, firm or organizations not affiliated with Preconstruction CM or its Subcontractors, unless incident to the proper performance of the Preconstruction CM Services, Preconstruction CM's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, Preconstruction CM shall require all of its employees, agents, and Subcontractors to comply with the provisions of this Section 2.7.

ARTICLE 3
PRECONSTRUCTION SERVICES

3.1 Preconstruction Services. Preconstruction CM agrees to provide the Preconstruction Services as specifically described herein in accordance with the terms and conditions set forth in this Agreement, including the Preconstruction Services Breakdown attached hereto as **Exhibit "A."** The Preconstruction Services include the following:

3.1.1 Consult with the City and Design Consultant/Architect, Design Consultant/Architect's consultants, other consultants engaged by the City (if any) and meet with the City, Design Consultant/Architect, Design Consultant/Architect's consultants and others as requested by the City. Gain familiarity with the City's requirements, design goals, time limitations, and challenges including any governmental conditions of approval for the Project. Preconstruction CM shall participate in design and construction meetings relating to the Project and consult with and advise the City in accordance with Preconstruction Services Breakdown attached as **Exhibit "A."** The City agrees to provide copies of all design documents and all reports or analyses prepared by Design Consultant/Architect and the City's separate consultants (the "Design Documents") to Preconstruction CM to facilitate Preconstruction CM's performance of the Preconstruction Services and to maximize the ability of Preconstruction CM to identify construction-related issues, to estimate costs, and to estimate a schedule for the Project.

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3.1.1.1 Preconstruction CM shall review the Design Documents and identify to the City and Design Consultant/Architect any issues regarding constructability, coordination, scheduling, cost and value engineering, or other concerns identified by Preconstruction CM.

3.1.2 Preconstruction CM shall consult with Design Consultant/Architect regarding local permitting agencies, local conditions, and concerns regarding local residents and businesses.

3.1.3 Review Site Conditions. Review existing site conditions including any surveys, soils reports or other site assessments prepared and delivered by the City to Preconstruction CM. Make recommendations on further investigations which may be prudent to obtain in order to minimize the risk of change orders. Review existing conditions and advise the City of existing conditions that will or may impact the Design Documents and/or the Project.

3.1.4 Cost Estimates. Develop a detailed budget estimate to be updated periodically as design progresses on the Project (the "Cost Estimate(s)"), as set forth below. The Cost Estimates shall be formatted to allow tracking of previous generations thereof, including but not limited to: line item deltas, accepted, rejected and pending alternatives and value engineering. Detailed breakdowns for each individual line item in the Cost Estimates, including quotes from subcontractors for various portions of the Project and analysis shall be furnished. The Cost Estimates will include identification of all clarifications, qualifications and exclusions of elements comprising the cost.

3.1.5 Provide draft plans for traffic impact, noise control, dust control, water control and safety for the construction of the Project.

3.1.6 Cost Estimates shall include a list of value engineering suggestions and cost savings associated with each line item. Cost Estimates shall be prepared and delivered to City at the following milestones:

- Completion of Schematic Design Documents
- Completion of Design Development Documents
- 50% Completion of Construction Documents

Cost Estimates shall contain details as to each trade, general conditions, and fee and any other details requested by City. The City will rely on the completeness and accuracy of the Cost Estimates. Preconstruction CM shall monitor the Design Consultant/Architect's development of the design for cost increases, issues with design constructability or opportunity for savings. Preconstruction CM shall notify the City if Preconstruction CM identifies issues, modifications, conditions or revisions that may lead to material cost increases, unreasonable challenges to constructability, constructability issues, coordination issues, or material impacts to the estimated schedule for the Project.

3.1.7 Construction Schedule. Preconstruction CM shall develop a detailed construction schedule (i) upon commencement of the Preconstruction Services, and (ii) after Design Consultant/Architect completes the schematic design

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documents for Project. Add details and logic to the schedule as the design progresses. Update the schedule on a regular basis but at a minimum with the delivery of each Cost Estimate. Assist in the identification of schedule items required to be delivered by the City, such as utility connections, special permits, etc. Further, Preconstruction CM shall advise the City of ways to gain efficiency in Project delivery.

3.1.8 Value Engineering. Preconstruction CM shall develop and update value engineering suggestions during the development of the plans and specifications for the Project. Preconstruction CM will provide cost benefit and/or schedule analysis to assist the City in making value engineering / cost benefit decisions.

3.1.9 Constructability Review. Preconstruction CM shall review development plans and specifications and provide recommendations for improving long term performance of the Project and implementation of the Project. Preconstruction CM's constructability review shall not relieve that Design Consultant/Architect of any of its obligations.

3.1.10 Utilities Coordination. Preconstruction CM shall assist in coordinating utilities, including water, gas, and electricity, as applicable.

3.1.11 Preconstruction CM shall competitively bid any subcontracted work. In the event Preconstruction CM performs up to fifty percent (50%) of the Project as allowed per the RFQ, then Preconstruction CM will also provide competitive bids for such work. Preconstruction CM will present all bids to the City with recommendations for subcontractor team.

3.1.12 Preconstruction CM shall conduct plan reviews with the City officials, and other agencies requiring approvals, as well attend meetings and community presentations in accordance with Preconstruction Services Breakdown attached as **Exhibit "A."**

3.1.13 Preconstruction CM shall provide long-lead procurement studies and initiate procurement of long-lead items if requested by the City in writing.

3.1.14 Preconstruction CM shall protect the City's sensitivity to quality, safety, and environmental factors.

3.1.15 Preconstruction CM shall participate in all Project related community meetings.

3.2 **Additional Services.** Preconstruction CM shall not be entitled to compensation for services in addition to the Preconstruction Services set forth herein ("Additional Services") unless and until authorized by a written document signed by the City and Preconstruction CM after the Effective Date that modifies the Preconstruction Services, the Preconstruction Services Fee, and/or the Preconstruction Services Schedule (a "Change Order"). The City has no obligation to compensate Preconstruction CM for Additional Services except as set forth on an executed Change Order. Change Orders shall settle all claims for changes to Preconstruction CM's Fee and/or the Preconstruction Services Schedule arising out of such Additional Services identified in the Change Order, unless otherwise expressly stated in the Change Order.

3.3 Preconstruction CM represents that it is properly licensed in the State of Florida

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to perform the Preconstruction Services. Preconstruction CM shall obtain any and all permits required for the performance of the Preconstruction Services, which shall be at the City's expense.

3.4 **Preconstruction CM's Duty of Care.** During the entire Preconstruction Phase of this Project, the Preconstruction CM shall be acting in a position of trust with the City, and as such the Preconstruction CM has a fiduciary duty to act entirely in the best interests of and for the benefit of the City. If any circumstances should arise whereby the Preconstruction CM feels that it can no longer perform their fiduciary duty as the City's agent for the Preconstruction Services, the Preconstruction CM shall immediately notify the City of that fact and the circumstances that have arisen that have led to their conclusion in this regard. In performing the Preconstruction Services, the Preconstruction CM shall:

a. Exercise reasonable skill, care, and diligence, which is to be expected of a competent Preconstruction CM performing Preconstruction Services, experienced in carrying out work of a similar size, scope, and complexity in Florida; and

b. Apply its knowledge, ideas, experience, and abilities to the execution of the Preconstruction Services set forth in this Agreement.

3.4.1 Preconstruction CM shall, at no additional cost to the City, re-perform and/or correct Preconstruction Services which fail to satisfy the foregoing standard of care.

3.4.2. The City agrees that Preconstruction CM is not acting and does not hold itself out as a professional architect, engineer, accountant, or lawyer in the performance of the Preconstruction Services or otherwise in respect of this Agreement.

Article 4
COMPENSATION

4.1 As full consideration for the Preconstruction Services hereunder, the City shall pay Preconstruction CM $185,800.00 Dollars ("Preconstruction CM's Fee"), as provided in **Exhibit "A"** and inclusive of all labor, services, materials, equipment, and taxes. Additionally, the City shall pay Preconstruction CM for the costs of any Early Work as provided in Article 22.

4.2 Payments. Preconstruction CM shall submit monthly invoices based on the percentage of completion of the Preconstruction Services. The City shall make payment of undisputed amounts of each invoice no later than thirty (30) days after the City's receipt of each invoice. Each of Preconstruction CM's monthly invoices shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed. For the purposes of this Section 4.2, "sufficient detail" means that each monthly invoice shall be based on the approved schedule of values showing the percentage of completion for each line item contained in the schedule of values. As a strict condition precedent to any payment made on the Project to Preconstruction CM by the City, Preconstruction CM shall provide an unconditional Waiver and Release of Lien by the Preconstruction CM and its subcontractors or subconsultants to the City for the time period reflected in the pay request in accordance with Florida Statutes. If Preconstruction CM is entitled

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to reimbursement of travel expenses, then all bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

4.3 Most Favored Public Entity. The Preconstruction CM represents that the prices charged to City in this Agreement do no exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Preconstruction CM's prices decline, or should Preconstruction CM, at any time during the term of this Agreement, provide the same services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

ARTICLE 5
PERFORMANCE

5.1 The Preconstruction Services to be performed hereunder shall be performed by Preconstruction CM, unless otherwise approved in writing by City. Said approval shall not be construed as constituting an agreement between the City and said other person(s) or firm.

5.2 City may make written request to Preconstruction CM for the prompt removal and replacement of any personnel employed or retained by Preconstruction CM, or any personnel of Preconstruction CM, any subcontractor, or any personnel of any such subcontractor engaged by Preconstruction CM provide and perform Preconstruction Services pursuant to the requirements of this Agreement. Preconstruction CM shall respond to City within five (5) working days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by Preconstruction CM, subject to the City's approval.

5.3 Preconstruction CM's Key Staff. The Parties acknowledge that Preconstruction CM was selected by the City, in part, on the basis of Preconstruction CM's Qualifications and particular staff identified Preconstruction CM therein, hereinafter referred to as "Key Personnel" and detailed on Preconstruction CM's Key Personnel attached hereto as **Exhibit "C."** Preconstruction CM's Key Personnel shall be primarily responsible for the Preconstruction Services hereunder as long as the Key Personnel are in Preconstruction CM's employ. Preconstruction CM will obtain prior written approval of the City to change Key Personnel. Preconstruction CM shall provide the City with such information as necessary to determine the suitability of proposed individuals to replace the Key Personnel and the City will act reasonably in evaluating such individuals' qualifications.

5.4 Errors and Omissions. Preconstruction CM's shall be responsible to promptly make corrections to Preconstruction Services are found to contain discrepancies, errors, or omissions. To the extent that such discrepancies, errors or omissions are the fault of Preconstruction CM, costs associated with corrections of such Preconstruction Services, and delays and/or costs of the construction work resulting from, loss of use, increased costs of construction, cost for correction or replacement of construction work already performed, and damages associated with the Preconstruction CM's Services or the work of other Project participants, resulting from such discrepancies, errors or omissions shall be borne by Preconstruction CM.

5.5 Preconstruction CM acknowledges entering into this Agreement as an independent Contractor and that Preconstruction CM shall therefore be responsible for the

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deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Preconstruction CM's Services. The City shall not withhold from sums payable to Preconstruction CM, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. Preconstruction CM and its employees or agents will not be considered employees of the City and are not entitled to participate in plans, distributions, arrangements, or other benefits extended to the City's employees.

5.6 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Preconstruction CM.

5.7 Preconstruction CM warrants that it fully complies with all Federal statutes and any federal, state, and local regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Preconstruction CM shall indemnify, defend, and hold harmless the City, its officers, and employees from and against any sanctions and any other liability which may be assessed against the City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing Preconstruction Services.

5.8 The employees and agents of each Party, shall, while on the premises of the other Party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE 6
SUBCONTRACTORS

6.1 Preconstruction CM shall not engage any Subcontractors or Subconsultants for the performance of Preconstruction Services unless expressly agreed to in writing by the City.

6.2 However, as part of Preconstruction CM's Preconstruction Services, Preconstruction CM shall prequalify subcontractors and obtain bids from qualified subcontractors for the Project. All such bids, proposals and other information from subcontractors shall be shared with the City. Preconstruction CM shall not engage any subcontractor for the construction of the Project without the City's written approval.

ARTICLE 7
DEFAULT & DELAYS

7.1 If Preconstruction CM fails to perform its obligations hereunder, then Preconstruction CM shall be in breach of this Agreement. Upon the occurrence of such breach, the City shall provide written notice to Preconstruction CM of such default, and Preconstruction CM shall take all necessary action to cure said default within fifteen (15) business days after receipt of such notice. If Preconstruction CM fails to cure the breach in the stipulated timeframe, it may result in the City terminating this Agreement. The City may, in their sole discretion, extend in writing the timeframe for curing such default.

7.2 In the event of default, City may withhold payment to Preconstruction CM until

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such time as the actions giving rise to default have been cured. Preconstruction CM shall only be entitled to payment for Preconstruction Services properly rendered.

7.3 If any such failure on the part of Preconstruction CM is due to a condition of Force Majeure, or the acts or omissions of the City, then the City shall allow an extension of time reasonably commensurate with the cause of such failure to perform or cure. If Preconstruction CM is delayed in performing any obligation under this Agreement due to a Force Majeure condition or the acts or omissions of the City, then Preconstruction CM shall request a time extension from the City within seven (7) business days of said occurrence. Any time extension shall be subject to mutual agreement of the Parties. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by Preconstruction CM for, or include extra compensation unless Additional Services are required. Preconstruction CM shall only be entitled to an extension of time and no additional compensation for any such delays.

ARTICLE 8
TERMINATION OF AGREEMENT

8.1 The City's Right to Terminate. The City has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice to Preconstruction CM. Upon termination of this Agreement, the Documents (as defined herein) must be turned over to the City, both in hard copy and in electronic form. If the termination is without cause, Preconstruction CM shall be paid in accordance with provisions of this Agreement for all Preconstruction Services performed, provided that the Documents are turned over to the City within ten (10) business days of termination. Failure to timely deliver the Documents shall be cause to withhold any payments due without recourse by Preconstruction CM.

8.1.2 Except as set forth in this Section, Preconstruction CM shall have no recourse or remedy from a termination made by the City except to retain the fees already disbursed or owing as compensation for the Preconstruction Services that were performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will have against the City, its officials or employees. Further, Preconstruction CM shall have no claim for lost profits, lost fees, lost business opportunity or any other or further costs related to the Construction Contract. If any termination for cause is later found to be wrongful or incorrect, then Preconstruction CM agrees it shall be paid in accordance with Paragraph 8.1 as if the termination was for no cause.

8.2 Preconstruction CM's Right to Terminate. Preconstruction CM shall have the right to terminate this Agreement, in writing, following nonpayment of undisputed amounts by the City, if such nonpayment has not been corrected within sixty (60) days from the date of the City's receipt of a written notice of nonpayment from Preconstruction CM. Preconstruction CM shall be entitled to payment for Preconstruction Services properly rendered through the date of termination; however, Preconstruction CM shall not be entitled to consequential, special or other damages, damages due to such termination including, but not limited to lost profits, lost fees, or lost business opportunity under this Agreement or related to the Construction Management Agreement.

8.3 Termination due to Undisclosed Lobbyist or Agent. Preconstruction CM

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warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Preconstruction CM to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Preconstruction CM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without compensation.

ARTICLE 9
DOCUMENTS AND RECORDS

9.1 Ownership of Documents. Provided that the City makes payment of all amounts due in accordance with this Agreement, all tracings, plans, drawings, specifications, maps, computer files, estimates, budgets, models and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom (the "Documents"), will be considered "work for hire" as such phrase is defined in Section 101 of Title 17 of the United States Code (Public Law 94-533) and all title, ownership and copyright privileges in and to the Documents are and at all times shall be the property of the City without restriction or limitation on their use. The Documents will be made available to the City on request to the City at any time during the performance of the Preconstruction Services and/or upon completion or termination of this Agreement.

9.2 Delivery upon Request or Cancellation. Failure of Preconstruction CM to promptly deliver the Documents to the City within ten (10) days of termination of this Agreement, or within ten (10) days of request by the City during the Term of this Agreement, shall be just cause for the City to withhold payment due Preconstruction CM.

9.3 Preconstruction CM will keep adequate records and supporting documentation, which concern or reflect its Preconstruction Services hereunder. Records subject to the provisions of Public Record law, Chapter 119, Florida Statutes, shall be kept and maintained in accordance therewith. Otherwise, the records and documentation will be retained by Preconstruction CM for a minimum of three (3) years from the date of termination of this Agreement or the date the Preconstruction Services are completed, whichever is later. The City, or any duly authorized agents or representatives of the City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the Term of this Agreement and during the three (3) year period noted above; provided, however, that such activity shall be conducted only during normal business hours.

IF THE PRECONSTRUCTION CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PRECONSTRUCTION CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com**, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

9.4 While the City does not warrant the accuracy of any existing documentation relative to the conditions of the Project existing prior to the Effective Date, Preconstruction CM shall have the right to rely on all documentation provided by the City pertaining thereto.

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Preconstruction CM shall notify the City, in writing, of any errors in documentation provided to Preconstruction CM by the City that pertains to the conditions of the Project promptly after such error is discovered.

ARTICLE 10
INDEMNIFICATION

10.1 Except for Preconstruction CM's indemnification obligations subject to Fla. Stat. §725.06, to the fullest extent permitted by law, Preconstruction CM shall defend, indemnify and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect and consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work or this Agreement and caused in whole or in part by (i) the negligent performance of the Work (ii) any willful or negligent act or omission of Preconstruction CM, subcontractor, supplier, sub subcontractor, subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, or (iii) any reckless or intentionally wrongful act, omission or misconduct of the Preconstruction CM, subcontractor, supplier, sub-subcontractor, subconsultant, or any person or organization employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

10.2 For Preconstruction CM's indemnification obligations subject to Fla. Stat. §725.06, Preconstruction CM shall defend, indemnify and hold harmless the City, and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees (the "Indemnified Parties") from liability, damages, losses and costs, including, but not limited to, reasonable attorney's fees at the trial and appellate level, but only to the extent caused by any negligent, reckless, or intentionally wrongful act, omission or misconduct of the Preconstruction CM, any subcontractor, supplier, sub-subcontractor, subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, (the "Indemnitor"), arising from Indemnitor's Work on the Project. The City's contributory negligence shall only reduce, but not prevent, the Preconstruction CM's obligation to indemnify provided herein.

10.3 In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Preconstruction CM, its subcontractors any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligations in the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Preconstruction CM or any such subcontractor, supplier, sub-subcontractor, subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

10.4 It is the specific intent of the parties hereto that the foregoing indemnification obligations comply with Section 725.06 (Chapter 725), Florida Statutes. Nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive

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any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

10.5 The indemnification and hold harmless obligations of Article 10 shall include, but not be limited to, all of the following:

a. Damages awarded to any person or party.

b. Reasonable attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Preconstruction CM will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Preconstruction CM will reimburse the City at the prevailing market rate for similar legal services.

c. Reasonable attorney's fees and cost of any party that a court orders the City to pay.

d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Preconstruction CM or any other party, Preconstruction CM will reimburse City $50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Preconstruction CM will reimburse City on a per hour basis as follows:

- Mayor or City Commissioner: $300.00 per hour
- City Manager: $250.00 per hour
- An Assistant City Manager or Department Director: $250.00 per hour
- An Assistant Department Director: $100.00 per hour
- City Attorney or Deputy City Attorney: Prevailing market rates
- Other City employees: $50.00 per hour

e. Reasonable expenses incurred by City in complying with any administrative or court order that may arise from such claims.

f. Reasonable miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and

g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this Agreement.

10.6 The indemnification and hold harmless obligations of this Agreement and in particular this Article 10 shall survive termination or completion of this Agreement.

10.7 Preconstruction CM shall exercise the same degree of care, skill and diligence

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in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and the Preconstruction CM shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 11
INSURANCE

11.1 During the Term of this Agreement, Preconstruction CM shall provide and maintain at its own expense the insurance coverages described below. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables Insurance Compliance
PO Box 100085-CE
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, specifically identify this Agreement, and contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation or non-renewal of the insurance policy. Preconstruction CM shall advise the City in writing of any material change to the insurance policy within ten (10) days of receipt of such notice from the insurance carrier.

11.2 Preconstruction CM shall maintain during the Term of this Agreement, except as otherwise stated, the following insurance:

.1 **Commercial General Liability Insurance** also covering explosion, collapse and underground, and including completed operations and products liability, contractual liability as provided by the standard ISO CG 00 01, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Said policy or policies shall name the City as additional insured on a primary and non-contributory basis. Such commercial general liability shall be written on an occurrence basis;

.2 **Worker's compensation insurance** for all employees of Preconstruction CM as required by Section 440, Florida Statutes, and employer's liability insurance with limits not less than, $1,000,000 each accident bodily injury, policy limit by disease, and each employee bodily injury by disease;

.3 **Automobile liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than $1,000,000 combined single limit each accident for bodily injury and property damage; and

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.4 Other (or increased amounts of) insurance which the City shall from time to time deem advisable or appropriate as long as coverage is available at commercially reasonable rates. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable). The City shall be responsible for the costs of all such other, new or increased insurance policies, limits or requirements described in this Section 11.2.4.

.5 **Pollution Liability.** Preconstruction CM hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than One Million ($1,000,000) Dollars per occurrence and per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of $10,000, the City reserves the right to review and request a copy of the Preconstruction CM's most recent annual report or audited financial statements. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

.6 **Commercial Umbrella/Excess Liability**, also covering Explosion, Collapse, and Underground, Preconstruction CM agrees to provide and maintain either a Commercial Umbrella or Excess Liability Policy (Excess Following Form/True Excess Following Form/True Umbrella) at a limit of liability not less than Ten Million ($10 Million) Dollars each occurrence Ten Million ($10,000.00) Dollars annual aggregate. The Preconstruction CM agrees any Self-Insured-Retention or deductible shall not exceed $25,000. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

.7 **Professional Liability**. Preconstruction CM agrees to provide and maintain Professional Liability Insurance with a limit of liability not less than One Million ($1,000,000.00) Dollars per claim, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Preconstruction CM shall become legally obligated to pay as damages for claims arising out of the services performed by the Preconstruction CM or any person employed in connection with this agreement. Preconstruction CM shall maintain Professional Liability coverage for at least ten (10) years after completion of the work.

.8 **Builder's Risk.** In the event the City authorizes Early Work, unless otherwise provided, the Preconstruction CM shall purchase and maintain, with a company or companies lawfully authorized to do business in the State of Florida, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the

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Early Work, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising of the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the City, Preconstruction CM and Subcontractors on the Project. The Preconstruction CM shall be solely responsible for any deductibles under the Builders Risk insurance and under all other insurance required by Article 11. The policy must be endorsed to provide that the Builders Risk will continue to apply until final acceptance of the Project. The policy must be endorsed to provide the City at least forty-five (45) days' notice of any cancellation and/or restriction. City shall be endorsed as a Loss Payee.

11.3 All policies shall contain waiver of subrogation against the City where applicable and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

11.4 All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

11.5 The City shall be named as an additional insured on a primary and non-contributory basis under such policies, including completed operations, except worker's compensation and professional liability. Additional insured coverage shall be on ISO form CG 20 10 and CG 20 37 (or their equivalents). Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

11.6 All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to the City prior to cancellation non-renewal or material change. Insurance policies cannot be restricted to a specific designated premises or be restricted to sole negligence. Should the insurance company refuse to provide notice of cancellation to the City, Preconstruction CM shall be responsible to immediately provide said notice of cancellation or material change to the City of Coral Gables Risk Management Division by receipted delivery within 48 hours of receipt of said notice.

11.7 Preconstruction CM shall furnish certificates of insurance to the Risk Management Division of the Human Resources Department for the City of Coral Gables prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis on all policies except for professional liability and workers compensation and that Preconstruction CM has obtained insurance in the type, amount and classification required for strict compliance with this Article and that no cancellation or non-renewal of this insurance shall be effective without thirty (30) [ten (10) days for non-payment of premium] days advance written notice to the City.

11.8 Failure on the part of the Preconstruction CM to obtain and maintain all required

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insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Preconstruction CM's performance or terminate this Agreement after 30 days' written notice.

11.9 The City and its Risk Management Division reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day advance written notice to Preconstruction CM as long as coverage is available at commercially reasonable rates. Preconstruction CM shall comply with such requests unless the insurance coverage is not then readily available in the national market and shall be entitled to additional compensation for reimbursement of any additional costs from the City.

ARTICLE 12
AUDIT RIGHTS

12.1 The City reserves the right to audit Preconstruction CM's accounts during the Term and for three (3) years after the Term of this Agreement. Preconstruction CM agrees to furnish copies of any records necessary, in the reasonable opinion of the City, to approve any requests for payment by Preconstruction CM.

12.2. The Preconstruction CM shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Preconstruction CM shall maintain adequate records to justify all charges and costs incurred in performing the services for at least ten (10) years after the Term of this Agreement. Preconstruction CM shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Preconstruction CM agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Preconstruction CM and made available to the City during the Term of this Agreement and for a period of ten (10) years thereafter, unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Preconstruction CM at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Preconstruction CM shall pay the City for travel, per diem, and other costs incurred by the City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Preconstruction CM's place of business.

12.3 In the event that an audit is conducted by Preconstruction CM specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Preconstruction CM, then Preconstruction CM shall file a copy of the audit report with the City's Auditor within thirty (30) days of Preconstruction CM's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of Preconstruction CM to comply with the provisions of this 12.3 shall constitute a material breach upon which the City may terminate or suspend this Agreement.

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12.4 **City Audit Settlements.** If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Preconstruction CM regarding the Services performed under this Agreement, and if such audit finds that City's dollar liability for any such Services is less than payments made by City to Preconstruction CM, then the difference shall be either repaid by Preconstruction CM to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Preconstruction CM from City.

12.5 Failure on the part of Preconstruction CM to comply with the provisions of this Article 12 shall constitute a material breach upon which the City may terminate or suspend this Agreement.

ARTICLE 13
SOVEREIGN IMMUNITY

13.1 The Preconstruction CM acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Preconstruction CM against the City other than claims arising out of this Agreement. Preconstruction CM acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. Specifically, the Preconstruction CM acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Preconstruction CM acknowledges that it has no right and will not make a claim based upon any of the following:

.1 Claims based upon an alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the Parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement.

.2 Claims based upon negligence or any tort arising out of this Agreement.

.3 Claims based upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any City employee.

.4 Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and the Preconstruction CM.

Nothing contained herein shall be construed as a waiver of sovereign immunity by the City.

ARTICLE 14
FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.*

14.1 Records subject to the provisions of Public Record Law, Chapter 119, Florida Statutes, shall be kept and maintained in accordance therewith. Preconstruction CM acknowledges that records and books, not subject to exemption under Chapter 119, Florida

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Statutes, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119, Florida Statutes, or court orders without penalty or reprisal to the City for such disclosure and/or production. Preconstruction CM also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119, Florida Statutes, for records in its possession on behalf of the City. Furthermore, Preconstruction CM agrees to comply with the provisions outlined in Section 119.0701, Florida Statutes, the requirements of which are incorporated herein.

ARTICLE 15
NON-DISCRIMINATION

15.1 EEO and ADA: Preconstruction CM must be and remain in compliance with all local, state, and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

15.2 It is understood that Preconstruction CM shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

15.3 City Policy Regarding Conduct. Preconstruction CM, its employees, agents and Subcontractors must abide by the City's policies regarding conduct as set forth in Rule 27 of the City of Coral Gables Personnel Rules & Regulations. Discrimination, harassment, and/or violations of the City policies will not be tolerated and are grounds for termination of this Agreement.

ARTICLE 16
CONFLICT OF INTEREST

16.1 Preconstruction CM represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. Preconstruction CM agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of Preconstruction CM, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such services or representation during the Term of this Agreement.

ARTICLE 17
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1 Execution of this Agreement by Preconstruction CM shall act as the execution of a truth-in- negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

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17.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City may exercise its rights under this Article within one (1) year following completion of the Preconstruction Services or termination of this Agreement, whichever is sooner.

ARTICLE 18
NOTICE

18.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either Party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement or via email to the email addresses set forth below. However, notices of default or breach, and termination must be provided served in person or via United States Certified or Registered Mail, Return Receipt Requested, postage prepaid addressed as set forth below.

Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing, or on the day delivered if via email (provided the email time stamp is before 5:00 p.m. Eastern). Any Party may change the address to which notices are to be sent by giving notice of such change of address to the other Party in the manner herein provided for giving notice.

Notice to the City shall be to:

For City:
City of Coral Gables
City Manager
405 Biltmore Way
Coral Gables, Florida 33134
Email: piglesias@coralgables.com

For Project Manager:
Public Works Director
2800 S.W. 72nd Ave.
Miami, Florida 33155

Email: hdiaz2@coralgables.com

With a copy to:

City Attorney
405 Biltmore Way
Coral Gables, FL 33134
Email: mramos@coralgables.com

Notice to Preconstruction CM shall be to:

Dennis Gallagher, Executive Vice President
1214 S. Andrews Ave., Suite 302
Fort Lauderdale, FL 33316
Email: dennis.gallagher@weitz.com

With a copy to:

Ryan Lamb
V.P. & General Counsel
420 Watson Powell Jr. Way Suite 100
Des Moines, IA 50309
Email: ryan.lamb@weitz.com

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ARTICLE 19
COMPLIANCE WITH LAWS

19.1 In performance of the Preconstruction Services, the Preconstruction CM will comply with applicable regulatory requirements, the Florida Building Code (latest edition), all federal, state, special district, and local laws, rules, regulations, orders, codes, ordinances, criteria, and standards that apply to the Preconstruction Services. It shall be the responsibility of Preconstruction CM to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

19.2 Preconstruction CM is aware of the conflict-of-interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

ARTICLE 20
MISCELLANEOUS

20.1 Entire Agreement; Non-Waiver. This Agreement, as it may be amended from time to time, represents the entire and integrated agreement between the City and Preconstruction CM and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed by the Parties. Waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

20.2 Successors and Assigns. The performance of this Agreement shall not be transferred, pledged, sold, delegated or assigned, in whole or in part, by Preconstruction CM without the written consent of the City, acting by and through its City Commission. It is understood that a sale of the majority of the stock or partnership shares of Preconstruction CM, a merger or bulk sale, an assignment for the benefit of creditors shall give the City a right to terminate this Agreement. Preconstruction CM's Preconstruction Services are unique in nature and any transference without the City's approval shall be cause for the City to terminate this Agreement. Preconstruction CM shall have no recourse from such termination. The City may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/assumption agreement in a form satisfactory to the City's City Attorney as a condition precedent to considering approval of an assignment. Preconstruction CM and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

20.3 Disputes, Applicable Law & Venue.

(a) All claims against the city relating to this contract, except protests of a solicitation in accordance with section 2-911, shall be submitted in writing to the city manager. The Preconstruction CM may request a conference with the city manager on the claim. Claims

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include, without limitation, disputes arising under this contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The city manager, after consultation with the city attorney, shall have the authority to resolve controversies between the Preconstruction CM and the city in cases involving an amount less than $100,000.00. When the amount equals or exceeds $100,000.00, the dispute resolution must be approved by the city commission upon recommendation by the city manager.

If a dispute in excess of the amounts provided in subsection (a) of this section is not resolved by mutual consent, the city manager shall promptly render a written report stating the reasons for the action taken by the city commission or the city manager, whichever is appropriate, which shall be final and conclusive. A copy of the decision shall be immediately provided to the Preconstruction CM, along with a notice of the Preconstruction CM's right to seek judicial relief, pursuant to the Florida Rules of Appellate Procedure, provided that the Preconstruction CM shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement shall be brought in Miami-Dade County, Florida. The prevailing party in any such suit or action shall be entitled to recover its reasonable attorney's fees, at every level of the proceeding.

20.4 Dispute Resolution. In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and/or construction of the Project, and/or following the completion of the Project, the Parties to this Agreement agree, subject to Section 20.3, that all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the Parties. A certified mediator, who the Parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, Florida. The Parties will split the costs of a certified mediator on an equal basis. Preconstruction CM agrees to include such similar contract provisions in its written agreements with all Subcontractors retained for the Project, thereby providing for non-binding mediation as the primary mechanism for dispute resolution. **THE PARTIES VOLUNTARILY WAIVE THEIR RIGHT TO JURY TRIAL AND AGREE TO HAVE ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT TO BE HEARD BY A JUDGE SITTING ALONE WITHOUT A JURY. THE PARTIES ALSO AGREE NOT TO FILE PERMISSIVE COUNTERCLAIMS IN ANY LITIGATION ARISING FROM, OR RELATED TO, THIS AGREEMENT.**

20.5 Preparation of this Agreement has been a joint effort between the Parties. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

20.6 Whenever reference is made to a Section or Article of this Agreement, such

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reference is to the Section or Article as a whole, including all of the subsections of such Section or Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

20.7 Preconstruction CM has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. This Agreement does not create a joint venture, partnership or other business enterprise between the Parties. Preconstruction CM has no authority to bind the City to any promise, debt, default, or undertaking of Preconstruction CM. Preconstruction CM further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Preconstruction CM.

20.8 Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities and this Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

20.9 The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.11 Business Interruption. Preconstruction CM acknowledges and agrees that the construction of the Project will impact existing businesses. Preconstruction CM shall work with the City and local business, as requested by City in the performance of Preconstruction Services for the Project, so as to be mindful of the local businesses, pedestrians and customers during the construction of the Project.

20.12 The Preconstruction CM waives claims against the City for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages due to either party's termination.

ARTICLE 21
NO BINDING CONSTRUCTION MANAGEMENT AGREEMENT

21.1 The City and Preconstruction CM acknowledge and agree that no enforceable promise or agreement by the City exists as to the award of the Construction Management Agreement to Preconstruction CM, that no representation has been made, written or oral, as to

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the award of the Construction Contract to Preconstruction CM, and that no commitment can be made by any employee or representative of the City as to the award of the Construction Management Agreement. The Parties will continue to negotiate the terms of the Construction Contract in good faith, but no such Construction Contract shall be construed or inferred until such time as a written Construction Contract, if any, is mutually executed by the Parties. Preconstruction CM agrees that in the event the parties cannot agree on a final Construction Management, that Preconstruction CM will cooperate with City and the City's eventual Construction Management in transitioning all institutional knowledge, documents, schedules, subcontractor information, and any other documents and know how developed by Preconstruction CM. Preconstruction CM's time and effort in transitioning the Project knowledge to the Construction Management shall be treated as Additional Services under this Agreement.

ARTICLE 22
EARLY WORK

22.1 Preconstruction CM acknowledges that time is of the essence with respect to this Project and as a result, the City may request in writing that certain construction work commence early prior to an agreement on the terms of a Construction Management Agreement. City may, in its sole discretion, without any obligation to do so, issue written Authorizations to Proceed to Preconstruction CM to proceed with engaging subcontractor(s) to perform portions of work ("Early Work"), it being understood that Preconstruction CM shall not engage any person or entity to which City objects. Absent a written Authorization to Proceed, City shall have no obligation to pay for any work of Preconstruction CM, its subcontractors, or suppliers. The Authorization to Proceed will outline the terms for payment for such Early Work. Any Authorization to Proceed will contain a provision giving City the right to terminate the Authorization to Proceed for its convenience.

22.2 To the extent any Early Work is authorized by City, Contractor and its subcontractors shall comply with all City requirements for insurance, bonding and permitting. All Early Work shall be warranted by Preconstruction CM and any subcontractor performing Early Work to be free of defects and to be in accordance with the applicable plans and drawings.

SIGNATURE LINES TO FOLLOW ON SEPARATE PAGE

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PRECONSTRUCTION SERVICES AGREEMENT # RFQ 2021-010

MOBILITY HUB PRECONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:
DocuSigned by:
64E8DBDA47474BA...
David J. Ruiz
Risk Management Division

Approved by Department Head
or head of negotiations team as to
the negotiated business terms
DocuSigned by:
A9B891C31748436...
Hermes Diaz
Public Works Director

Approved as to compliance with
Applicable Procurement Requirements:
DocuSigned by:
479349E4633844C...
Celeste S. Walker
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:
DocuSigned by:
DD086B973280431...
Diana M. Gomez,
Finance Director

AS TO CITY:
DocuSigned by:
416562E65FC746E...
Peter J. Iglesias
City Manager
DocuSigned by:
416562E65FC746E...
Eduardo Santamaria
Assistant City Manager

ATTEST:
DocuSigned by:
358417D2FA884FF...
Billy Y. Urquia
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
DocuSigned by:
03A0CB1421E64AC...
Miriam Soler Ramos, Esq.
City Attorney

ATTEST:
Corporate Secretary

Print Name: Thomas Ryan Lamb

(SEAL)

(OR)
WITNESSES (2):

Print Name: Marie Salt

Print Name: Diane M. Cordle

AS TO PRECONSTRUCTION CM
President

Print Name: Dennis Gallagher

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Exhibit “A”

Preconstruction Services Breakdown

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CORAL GABLES MOBILITY HUB

Coral Gables, FL

Version - V1.2

SUMMARY OF PRECONSTRUCTION SERVICES

July 26, 2021

Total Project Durations	14	months
Total Estimated Project Cost	$35,000,000	
	29	weeks

Description of Services	Duration (weeks)	Hours per Week	Total Hours	Rate	Total Cost	Notes
Design and Program Review, Cost Estimating, Scheduling and Constructability Analysis:						
A) Schematic Documents						
Pre-Construction Manager	4	2	8	$ 134.00	$ 1,072	
Sr Project Manager	4	1	4	$ 134.00	$ 536	
Project Manager	4		0	$ 107.00	$ -	
Superintendent	4		0	$ 102.00	$ -	
Project Executive	4	1	4	$ 162.00	$ 648	
Project Engineer	4		0	$ 70.00	$ -	
Chief Estimator	4	12	48	$ 152.00	$ 7,296	
Estimator	4	16	64	$ 70.00	$ 4,480	
Coordinator	4	2	8	$ 52.00	$ 416	
3D Modeler	4		0	$ 72.00	$ -	
MEP Manager	4	4	16	$ 120.00	$ 1,920	
Suppy Chain Manager	4		0	$ 100.00	$ -	
Suppy Chain Coordinator	4		0	$ 50.00	$ -	
Reimbursables						
Plan & Spec reproduction	0	Sets		$ 250.00	$ -	
Mail & Courier	0	Lsum		$ 50.00	$ -	
Miscellaneous, Office Supplies and Photos	0	Lsum		$ 250.00	$ -	
Travel & Per Diem	0	Each		$ 100.00	$ -	
Other Services						
Consultant Costs		Lsum		$ -	$ -	
Total Cost Schematic Phase					**$ 16,368**	
B) Design Development						
Pre-Construction Manager	6	8	48	$ 102.00	$ 4,896	
Sr Project Manager	6	2	12	$ 134.00	$ 1,608	
Project Manager	6		0	$ 107.00	$ -	
Superintendent	6	4	24	$ 102.00	$ 2,448	
Project Executive	6	4	24	$ 162.00	$ 3,888	
Project Engineer	6		0	$ 70.00	$ -	
Chief Estimator	6	16	96	$ 152.00	$ 14,592	
Estimator	6	24	144	$ 70.00	$ 10,080	
Coordinator	6	2	12	$ 52.00	$ 624	
3D Modeler	6	4	24	$ 72.00	$ 1,728	
MEP Manager	6	8	48	$ 120.00	$ 5,760	
Suppy Chain Manager	6		0	$ 100.00	$ -	
Suppy Chain Coordinator	6		0	$ 50.00	$ -	
Reimbursables						
Plan & Spec reproduction	0	Sets		$ 250.00	$ -	
Mail & Courier	0	Lsum		$ -	$ -	
Miscellaneous, Office Supplies and Photos	0	Lsum		$ 250.00	$ -	
Travel & Per Diem	0	Each		$ 100.00	$ -	
Other Services						
Consultant Costs (Envelope Consultant?)	0	Lsum		$ 7,500.00	$ -	
Total Design Development Phase					**$ 45,624**	

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CORAL GABLES MOBILITY HUB

Coral Gables, FL

Version - V1.2

SUMMARY OF PRECONSTRUCTION SERVICES

July 26, 2021

Total Project Durations	14	months
Total Estimated Project Cost	$35,000,000	
	29	weeks

C)	**50% Construction Documents**						
	Pre-Construction Manager	4	8	32	$ 134.00	$	4,288
	Sr Project Manager	4	4	16	$ 134.00	$	2,144
	Project Manager	4		0	$ 107.00	$	-
	Superintendent	4	8	32	$ 102.00	$	3,264
	Project Executive	4	6	24	$ 162.00	$	3,888
	Project Engineer	4		0	$ 70.00	$	-
	Chief Estimator	4	12	48	$ 152.00	$	7,296
	Estimator	4	24	96	$ 70.00	$	6,720
	Coordinator	4	2	8	$ 52.00	$	416
	3D Modeler	4	6	24	$ 72.00	$	1,728
	MEP Manager	4	12	48	$ 120.00	$	5,760
	Suppy Chain Manager	4		0	$ 100.00	$	-
	Suppy Chain Coordinator	4		0	$ 50.00	$	-
	Reimbursables						
	Plan & Spec reproduction	0	Sets		$ 250.00	$	-
	Mail & Courier	0	Lsum		$ -	$	-
	Miscellaneous, Office Supplies and Photos	0	Lsum		$ 250.00	$	-
	Travel & Per Diem	0	Each		$ 100.00	$	-
	Other Services						
	Consultant Costs (Envelope Consultant?)		Lsum		$ -	$	-
	Total 50% CD Phase					**$**	**35,504**
D)	**90% Construction Documents for GMP**						
	Pre-Construction Manager	6	24	144	$ 134.00	$	19,296
	Sr Project Manager	6	4	24	$ 134.00	$	3,216
	Project Manager	6		0	$ 107.00	$	-
	Superintendent	6	4	24	$ 102.00	$	2,448
	Project Executive	6	8	48	$ 162.00	$	7,776
	Project Engineer	6		0	$ 70.00	$	-
	Chief Estimator	6	24	144	$ 152.00	$	21,888
	Estimator	6	24	144	$ 70.00	$	10,080
	Coordinator	6	2	12	$ 52.00	$	624
	3D Modeler	6	8	48	$ 72.00	$	3,456
	MEP Manager	6	16	96	$ 120.00	$	11,520
	Suppy Chain Manager	6		0	$ 100.00	$	-
	Suppy Chain Coordinator	6		0	$ 50.00	$	-
	Reimbursables						
	Plan & Spec reproduction	0	Sets		$ 250.00	$	-
	Mail & Courier	0	Lsum		$ 250.00	$	-
	Miscellaneous, Office Supplies and Photos	0	Lsum		$ 250.00	$	-
	Travel & Per Diem	0	Each		$ 100.00	$	-
	Other Services						
	Consultant Costs		Lsum		$ -	$	-
	Total 90% CD Phase					**$**	**80,304**
	Total Pre-Construction Services					**$**	**177,800**
	Reimbursable Expense Allowance						**$8,000**
					TOTAL		**$185,800.00**

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Exhibit “B”

Preconstruction Services Schedule

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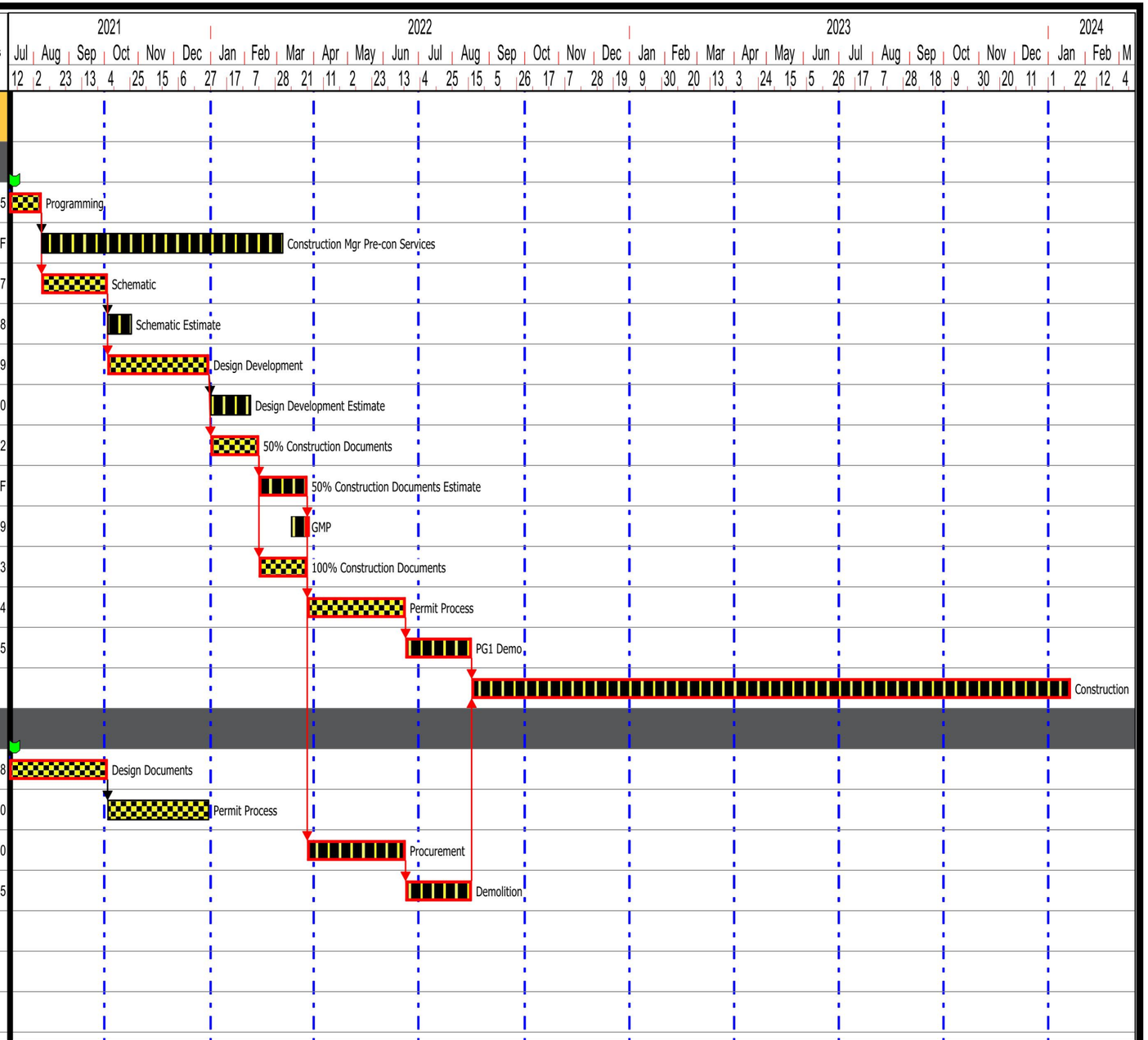
Line	Activity ID	Name	Duration	Start	Finish	Total float	Predecessors	Successors
1	0011	**Total Project Timeline**	640d	07/12/21	01/18/24			
	3880	**Building Timeline**	640d	07/12/21	01/18/24			
3	0010	Programming	20d	07/12/21 *	08/06/21			4, 5
4	3710	Construction Mgr Pre-con Services	145d	08/09/21	03/04/22	15d	3	11 FF
5	3720	Schematic	40d	08/09/21	10/04/21		3	6, 7
6	3730	Schematic Estimate	15d	10/05/21	10/25/21	50d	5	8
7	3740	Design Development	60d	10/05/21	12/30/21		5	8, 9
8	3750	Design Development Estimate	25d	01/03/22	02/04/22	5d	7, 6	10
9	3760	50% Construction Documents	30d	01/03/22	02/11/22		7	10, 12
10	3770	50% Construction Documents Estimate	30d	02/14/22	03/25/22		9, 8	11 FF
11	3780	GMP	10d	03/14/22	03/25/22		4 FF, 10 FF	19
12	3790	100% Construction Documents	30d	02/14/22	03/25/22		9	13
13	3800	Permit Process	60d	03/28/22	06/20/22		12	14
14	3810	PG1 Demo	40d	06/21/22	08/16/22		13	15
15	3820	Construction	360d	08/17/22	01/18/24		14, 20	
	3821	**Demolition Timeline**	280d	07/12/21	08/16/22			
17	3830	Design Documents	60d	07/12/21 *	10/04/21			18
18	3840	Permit Process	60d	10/05/21	12/30/21	120d	17	20
19	3860	Procurement	60d	03/28/22	06/20/22		11	20
20	3870	Demolition	40d	06/21/22	08/16/22		19, 18	15



Responsibility
Owner Weitz

WEITZ /// BUILD A BETTER WAY.

Coral Gables Mobility Hub

Job #: 00001	Rev. date: 7/28/2021 10:29:05 AM	View: Weitz Default Bar Chart
Data Date: 7/8/2021	Page 1 of 1	Filter: None

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Exhibit “C”

Preconstruction CM’s Key Personnel

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(ii) 1 - Provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used.

PROJECT TEAM ORGANIZATION & TEAM MEMBERS

● = Familiar Working in Coral Gables

WEITZ

DENNIS GALLAGHER ●
EXEC. VICE PRESIDENT

CHUCK CONGDON ●
PROJECT EXECUTIVE

GARY HENNINGS ●
PARKING GARAGE SPECIALIST

BILL WOLFFORD ●
CHIEF ESTIMATOR

KEITH HARKINS ●
SAFETY MANAGER

MARK BRUNSKI ●
SR. PROJECT MANAGER

LARRY THOMPSON
SR. PROJECT SUPERINTENDENT

MANNY RIVIERA ●
PROJECT ENGINEER

ADDITIONAL OFFICE SUPPORT PROVIDED

- Virtual Design & Construction
- Estimating Team
- Marketing & Communications
- Safety
- Quality Control
- Accounting
- Contracts/ Purchasing

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DENNIS GALLAGHER

Executive Vice President
E dennis.gallagher@weitz.com

YEARS OF EXPERIENCE

With Weitz: 16
In Industry: 40

EDUCATION

Bachelor of Civil Engineering, Youngstown State University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

Florida General Contractor
License Number CGC060800

PROFESSIONAL AFFILIATIONS

AGC Florida East Coast Chapter President (2018)

As Executive Vice president for the Florida Division of The Weitz Company, Dennis is responsible for overseeing the entire operation of the Florida office and ensuring clients receive the best possible value for their construction projects. Dennis leads the team, his primary responsibilities include overseeing all items related to construction operations including staffing assignments, project plan development, cost and schedule analysis, and owner and subcontractor negotiations. Most importantly, Dennis will oversee the transition between estimating and operations, assuring a smooth turnover.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL

New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE / MIAMI, FL

New construction of a 7-story, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami.

- 204,770 SF
- $14.9 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL

The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL

Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

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CHUCK CONGDON

Project Executive
E chuck.congdon@weitz.com

YEARS OF EXPERIENCE

With the firm: 34
In the Industry: 34

EDUCATION

Bachelor of Science in Building Construction, University of Florida

CERTIFICATIONS

Certified Florida General Contractor License Number CGC049664

OSHA 30-Hour Construction Safety Certified

LEED Accredited Professional

CPR, First Aid, AED Certified

PROFESSIONAL AFFILIATIONS

AGC Florida East Coast Chapter Board of Directors (2021)

As Project Executive, Chuck Congdon is responsible for ensuring the overall success of the project during the preconstruction and construction phases. His construction duties will include scheduling and logistics planning; cost, quality and safety control; contract administration; and owner and subcontractor negotiation.

Chuck serves as the project team leader, assuring all communication between the owner, architect/engineer and field staff is administered in a timely and orderly fashion and that all commitments are met.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

THE STANDARD AT CORAL GABLES / CORAL GABLES, FL

This mixed-use facility will feature 27,000 SF of retail on the ground level; a 4-story above ground parking structure with 366 parking stalls; and 147 luxury student apartment units.

- 263,573 SF Building / 163,537 SF Parking Garage
- $72 Million

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL

New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL

The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

PALM BEACH COUNTY SOUTH COUNTY COURTHOUSE & PARKING GARAGE RENOVATIONS & EXPANSION / DELRAY BEACH, FL

Multi-phased project consisting of a 369 stall, 126,400 SF precast concrete parking garage and a 108,000 SF tilt-wall with structural steel frame courthouse building.

- 108,000 SF Courthouse Expansion / 40,660 SF Courthouse Renovations
- 126,400 SF Parking Garage
- $33.9 Million

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GARY HENNINGS

Parking Garage Specialist

E gary.hennings@weitz.com

YEARS OF EXPERIENCE

With Weitz: 45
In Industry: 45

EDUCATION

Bachelor of Science in Construction Management, University of Nebraska

Graduate School of Business Coursework, Drake University

CERTIFICATIONS

Certified Florida General Contractor License Number CGC1509819

OSHA 30-Hour Construction Safety Certified

LEED Accredited Professional

As our Garage & Mobility Preconstruction Manager, Gary will work closely with the design team to ensure all aspects of constructability are incorporated into the project. Analyzing parking space and drive isle sizing along with traffic routing and ramp locations are items where Gary will support the design team during preconstruction. From a constructability stand point, we will use our 40+ years of building garages to ensure our parking garage lessons learned are incorporated into the project, this ensures an efficient build and quality installations throughout the project.

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE / MIAMI, FL
New construction of a 7-story, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami.

- 204,770 SF
- $14.9 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL
The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL
Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

FLORIDA POWER & LIGHT CORPORATE CAMPUS, PHASE 1 / PALM BEACH GARDENS, FL
This 6-level, 280,000 SF Class A office building is designed to withstand Category 5 Hurricane force winds. This project will include an attached 700-space, 3-level parking structure including photovoltaic solar array, back-up battery storage and electric vehicle charging capabilities, and central energy plant.

- 280,000 SF Class A Office Building / 700-Space Parking Garage
- $143.9 Million

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BILL WOLFFORD

Chief Estimator
E bill.wolfford@weitz.com

YEARS OF EXPERIENCE

With the firm: 5
In the Industry: 29

EDUCATION

BR/AS Business Administration,
Old Dominion University

AS Computer Science, Old Dominion University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

As Chief Estimator, Bill is responsible for ensuring that the City of Coral Gables receives the best possible value on your upcoming Mobility Hub project. Bill leads the preconstruction team. He is responsible for managing and coordinating all aspects associated with estimating and project pre-planning. His duties include budget and detail estimating, design review, systems analysis, value analysis, comparison and cost model reporting, and estimate review. Bill will work with all members of the project team to guarantee a smooth transition into the construction phase and ensure the success and cost effectiveness of your project.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

THE STANDARD AT CORAL GABLES / CORAL GABLES, FL

This mixed-use facility will feature 27,000 SF of retail on the ground level; a 4-story above ground parking structure with 366 parking stalls; and 147 luxury student apartment units.

- 263,573 SF Building / 163,537 SF Parking Garage
- $72 Million

FLORIDA POWER & LIGHT CORPORATE CAMPUS, PHASE 1 / PALM BEACH GARDENS, FL

This 6-level, 280,000 SF Class A office building is designed to withstand Category 5 Hurricane force winds. This project will also include an attached 700-space, 3-level parking structure including photovoltaic solar array, back-up battery storage and electric vehicle charging capabilities, and central energy plant.

- 280,000 SF Class A Office Building / 700-Space Parking Garage
- $143.9 Million

FLORIDA ATLANTIC UNIVERSITY BOCA CAMPUS STUDENT HOUSING PROJECT PHASE I / BOCA RATON, FL

The Phase I student housing project on the FAU Boca Campus will feature two- and four-bedroom style units spanning across 7-stories. The structure will include 183 units with a total of 616 beds.

- 185,920 SF
- $37.5 Million

FLORIDA ATLANTIC UNIVERSITY JUPITER CAMPUS STUDENT HOUSING PROJECT PHASE I / JUPITER, FL

FAU's MacArthur Campus is the Honors College extension of the University located in Jupiter, Florida. The new residence hall will house 165-beds in two- and four-bedroom units spanning over 3 stories.

- 58,000 SF
- $14.7 Million

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KEITH HARKINS

Regional Safety Manager
E keith.harkins@weitz.com

YEARS OF EXPERIENCE

With the firm: 13
In the Industry: 28

EDUCATION

Master of Business Administration, Lindenwood College

Bachelor of Science in Occupational Safety, Keene State College

CERTIFICATIONS

Certified Safety Professional

OSHA Trainer

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

As Safety Manager for The Weitz Company, Keith is responsible for implementing and overseeing all safety and security for projects our firm constructs within the eastern portion of the United States. His daily tasks include project planning, project inspections, risk management and insurance, policy development, and program writing. Most importantly, Keith will make regular jobsite visits at all of our projects to assure the safety and security plan implemented at the onset of a project is carried out by each of our on-site staff and subcontractors. He will streamline communication throughout the project to minimize risk.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES
The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE / MIAMI, FL
New construction of a 7-story, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami.

- 204,770 SF
- $14.9 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL
The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL
Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

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MARK BRUNSKI

Senior Project Manager
E mark.brunski@weitz.com

YEARS OF EXPERIENCE

With the firm: 4
In the Industry: 26

EDUCATION

Bachelor of Science in Construction Engineering and Management, Purdue University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

Pathogen Certification

As Senior Project Manager for The Weitz Company, Mark is responsible for ensuring the overall success of your project during the construction phase. His duties will include project oversight, staffing and support, contract negotiations, coordination of preconstruction services, strategic project planning, safety, and to ensure complete client satisfaction. Mark will work closely with the project team and supports our project management services and efforts.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

BROWARD COUNTY JUDICIAL COMPLEX MIDRISE BUILDING RENOVATION / FORT LAUDERDALE, FL

Weitz served as Broward County's Representative on the renovation of the Judicial Complex Midrise Office Building renovation. The project achieved LEED Gold certification.

- 64,000 SF
- $10.6 Million

GLENEAGLES FITNESS CENTER ADDITION / DELRAY BEACH, FL

The new construction of the 16,045 SF Fitness Center includes space for cardio and strength equipment, physical therapy, massage therapy, and a new multi-purpose room. A new pool and grille room were also included in the scope of work.

- 16,045 SF
- $8.1 Million

THE ARLINGTON OF NAPLES / NAPLES, FL

This project entailed constructing a new senior living facility three 3-story buildings and one 6-story building totaling 692,000 SF.

- 692,000 SF
- $75 Million

THE SHOREHAM APARTMENTS & PARKING GARAGE / CHICAGO, IL

This 52-story apartment building is located in the heart of Lakeshore East. The apartment building features 1 and 2 bedroom apartments with floor-to-ceiling windows. The building also includes a 7-floor parking garage.

- 850,000 SF, 52-Story Building / 7-Level Parking Garage
- $76 Million

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LARRY THOMPSON

Senior Project Superintendent
E larry.thompson@weitz.com

YEARS OF EXPERIENCE

With the firm: 39
In the Industry: 39

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

As Senior Project Superintendent for The Weitz Company, Larry Thompson is responsible for supervising all of the work that our firm puts in place in the field, including that of our subcontractors.

Additional duties will include managing all site quality and safety issues, on-site schedule management, staging and logistics planning, subcontractor coordination, job site record-keeping, and the management of all self-performed work. In general, our Senior Project Superintendent is the on-site representative with the authority to speak and make decisions for our firm.

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL
Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

THE METROPOLITAN / WEST PALM BEACH, FL
This 8 story urban living community features 149 condominium units, a breathtaking lobby, gracious club room, fitness center, spa and rooftop swimming pool. This project also included a 87,528 SF, 2 Story underground parking garage including 206 spaces.

- 321,365 SF Building / 87,528 SF Parking Garage
- $32.2 Million

THE WATERGARDEN / FORT LAUDERDALE, FL
This 31-story, 550,140 SF luxury residential tower includes 315 units, and additional 166,781 SF 5 story, parking structure with over 500 parking stalls.

- 550,140 SF Building / 166,781 SF Parking Garage
- $55.8 Million

FLORIDA ATLANTIC UNIVERSITY JUPITER CAMPUS STUDENT HOUSING PROJECT PHASE I / JUPITER, FL
FAU's MacArthur Campus is the Honors College extension of the University located in Jupiter, Florida. The new residence hall will house 165-beds in two- and four-bedroom units spanning over 3 stories and 58,000 SF.

- 58,000 SF
- $14.7 Million

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MANNY RIVIERA

Project Engineer
E manny.riviera@weitz.com

YEARS OF EXPERIENCE

With the firm: 2
In the Industry: 4

EDUCATION

Bachelor of Science in
Construction Management
Florida International University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

As Project Engineer for The Weitz Company, Manny Rivera is responsible for contract management, material expedition, detail project scheduling, document control, shop drawing solicitation and review, and engineering coordination.

Manny will also implement and oversee Procore, our firm's web-based project management software used to expedite communication during construction.

THE STANDARD AT CORAL GABLES / CORAL GABLES, FL
This mixed-use facility will feature 27,000 SF of retail on the ground level; a 4-story above ground parking structure with 366 parking stalls; and 147 luxury student apartment units.

- 263,573 SF Building / 163,537 SF Parking Garage
- $72 Million

BAPTIST HEALTH SOUTH FLORIDA MAIN – WEST SURFACE PARKING LOT / MIAMI, FL
Conversion of a 3.4 Acre Vacant lot to a 380-stall parking lot designated for Vendors and Visitors at Baptist Health. Scope Work consisted of complete Utilities additions such Drainage Structures, Lighting, Irrigation, Asphalt paving, Parking Stripping, Parking Access Control, and Signage.

- 138,720 SF Parking Lot
- $1.7 Million

UNIVERSITY OF MIAMI HECHT ATHLETIC CENTER / MIAMI, FL
This project consisted of renovating the 1979 established Isadore Hecht Athletic Center, a full upgrade to the football team's learning tactic center, volleyball facility office upgrades, a corridor and welcome center for new team members, upgrades to the tactical theatre system and gymnasium.

- 20,000 SF Building
- $2.3 Million

UNIVERSITY OF MIAMI BASCOM PALMER EYE INSTITUTE / MIAMI, FL
This 21,000 SF, state of the art facility is equipped with the latest research, diagnostic and imaging technology, the center houses state-of-the-art training facility.

- 21,318 SF Building
- $6 Million

GYMNASIUM AT EPIPHANY CATHOLIC SCHOOL / MIAMI, FL
This state of the art multi-purpose gymnasium included a 35,775 SF addition.

- 35,775 SF Building
- $4.5 Million

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Exhibit “D”

RFQ

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Request for Proposal
RFQ 2021-010
Mobility Hub CMR Services

ADDENDUM NO. 2
Issued Date: April 20, 2021

The following answers, changes, additions, and attachment (s) amend the RFQ document of the above captioned solicitation and shall become a part of the contract documents.

I. CHANGES

1) The submittal deadline the RFQ has been extended to Monday, May 10, 2021
2) Any reference to The Florida Statues 287.055 "Consultants' Competitive Negotiations Act" (CCNA) has been removed from this RFQ.
3) The Submission Checklist has been replaced in its entirety to remove references to Form SF 330, with the revised attachment to this addendum.
4) Section 7 – Evaluation/Selection Process has been replaced in its entirety in accordance with the removal of The Florida Statues 287.055 "Consultants' Competitive Negotiations Act" (CCNA) from this RFQ

II. QUESTIONS & ANSWERS

1) **Question:** Please confirm a General Contractor will meet the minimum qualification requirements for this project if the firm (G.C. company) has been in business for five (5) years, not ten (10), but the President (Qualifier) and Project Team have over ten (10) years of experience in the Industry.

   Answer: Section 3.1 Minimum Requirements A. (1) has been revised to read as follows: Be regularly engaged in the business of providing these goods and/or services as described in the Request for Qualifications "Scope of Services" for a **minimum of five (5) years and have a Qualifier who has a minimum of 10 years of verifiable experience in the construction industry**. All experience shall be evidenced on the Standard Form 330 Architect-Engineer Qualifications. In addition, Proposer shall provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.

2) **Question:** Typically the executive of the office holds the general contractors license for the construction company as a whole. Per the RFP, -- The Proposer's Lead Project Manager must be a licensed Certified General Contractor in the State of Florida. -- Please confirm that the existence of a general contractors license for the company is acceptable, and that the specific individual does not need to hold the GC license.

   Answer: Section 3.1 Minimum Requirements B. (1) has been revised to read as follows: The Proposer's Lead Project Manager must a minimum of ten (10) years of documented experience in the management of construction projects and served as Project Manager on similar projects; preferably for municipal/local government agencies.

3) **Question:** Can the construction contract be provided?

   Answer: The agreement was posted with the solicitation as Exhibit I – Agreement (Draft).

4) **Question:** Is there a desired start date?

   Answer: Projected construction start date is April 2022.

5) **Question:** Can we get a list of those contractors that attended the pre-bid meeting.

   Answer: Attached you will find a list of the companies that responded via email indicating that they planned to attend the pre-bid meeting. Please refer to "RFQ 2021-010 PRE-BID RSVP LIST".

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6) **Question:** Please reconsider having the PM hold a CGC license as this is not standard practice.

Answer: Please refer to the answer for question # 2.

7) **Question:** Please confirm that Standard Form SF330 is correct for this submission as it refers to "Architect-Engineer Qualifications".

Answer: The SF 330 is not necessary. This requirement will be removed.

8) **Question:** I see there has been a response to the RFI's submitted sent in the form of an Addendum, however our RFI was not responded to.

Answer: All questions have been answered through this addendum.

9) **Question:** Does the Minimum Qualification Requirement remain at ten (10) years in business, or has it been adjusted/revised to five (5) years?

Answer: Please refer to the answer for question #1.

10) **Question:** Do we know if this is going to be CIP or precast?

Answer: Please refer to Section 2.4 of the RFQ where it states that "the concept was developed with a cast in place post-tensioned structure in mind for the long span parking bays and for the expected lifespan of the building". However, the structural system of the building has not yet been determined as the design phase of the project has not yet started.

11) **Question:** What is the contract amount?

Answer: The CMR will prepare and submit their Preconstruction services proposal based on Section 2.3 Design Phase Services (Preconstruction Phase). The City will review said proposal and negotiate a fixed fee with the CMR.

12) **Question:** Please verify where or not you would like us to include financials with the proposal. If so, pursuant to Section 119.071(1)(c), could we please upload these separately as they are confidential?

Answer: ORIGINAL COPIES OF THE FINANCIAL STATEMENTS MUST BE PROVIDED IN A SEALED ENVELOPE, AND MUST BE RECEIVED PRIOR TO THE CLOSING DATE OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO BE CONSIDERED RESPONSIVE. The statements must be delivered DIRECTLY to the Procurement Office located at 2800 SW 72 Avenue, Miami, FL 33155. The office is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays)

13) **Question:** Several sections of RFQ require submission of Standard Form SF330, Architects and Engineers Qualifications to prove qualification. Since this project is NOT a Design Build and the Design Team has already been selected, do these forms no longer apply to this RFQ? Should form be changed to a more compatible format? Please confirm or provide different form to fill out in place of SF330.

Answer: The SF 330 is not necessary. This requirement will be removed.

14) **Question:** Section 3.1 (A)(2), requires submission of Financial Statements with the RFQ Submission. Section 1.12 states that Financial Statements will be required within 5 calendar days after written request by the city. Please confirm if Financial Statements shall be included with this RFQ Submission or if they will be requested after the submission deadline.

Answer: The Financial Statements are required at the time of submittal. Follow instructions as noted in the answer for question No. 12.

15) **Question:** In the Solicitation Submission Checklist, Section 2(i), item 3, it requires proposer to "Describe Proposers expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants". This appears to be

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catered to a Design Build or Design services RFQ. Since this is a CMR RFQ, please confirm this requirement is not applicable.

Answer: Section 2(i), item 3 of the Submission Checklist has been revised to read: "Describe Proposers expertise and experience in working with other disciplines, including coordination with other professionals and sub-consultants".

16) **Question:** Please confirm it is the City of Coral Gables wishes for CMR to include a 3-year building warranty.

Answer: Section 2.5.5 Warranty has been revised to read as follows: CMR shall perform and/or coordinate all warranty work for a **period of one (1) year** from Final Completion of the Work to ensure that all warranty obligations are fulfilled in a timely manner. CMR is responsible to the City for Warranties and Guaranties. If any defect appears in the work of any Subcontractor within the applicable warranty period for that Subcontractor, the CMR shall inspect the affected portions of the Project to determine the scope of the defect and to identify the responsible Subcontractor or Subcontractors. CMR shall take such action as may be required to enforce that Subcontractor's warranty obligations, or otherwise fulfill said warranty obligation.

III. ATTACHMENTS

Revision 2 – Solicitation Submission Checklist
Revision 2 – Section 7 – Evaluation /Selection Process
RFQ 2021-010 PRE-BID RSVP LIST

This addendum shall be acknowledged in Section 8 of the RFQ document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFQ shall remain the same, and in full force and effect.

Sincerely,

Celeste S. Walker-Harmon

Chief Procurement Officer

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SOLICITATION SUBMISSION CHECKLIST -REVISION #2

Request for Qualifications (RFQ) No.2021-010

COMPANY NAME: (Please Print):_____

Phone: _____ Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFQ number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # ____
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE # ____
3) Fill out, sign, and submit the Proposer's Acknowledgement Form. PAGE # ____
4) Fill out and submit the Solicitation Submission Check List. PAGE # ____
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavits and Schedules A through H. PAGE # ____
6) Complete E-Verify Affidavit (Refer to Section 4.23) PAGE# _____
7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # ____

SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

(i)

1) Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. PAGE # ____
2) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. PAGE # ____
3) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. PAGE # ____
4) Proposer is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant. PAGE # ____

(ii) FOR KEY PERSONNEL

1) Provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used. PAGE #_____

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SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

1) Describe in detail, your approach and methodology to perform the services solicited herein., Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders. PAGE #_____

2) Provide the recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. Explain how this potential contract will fit into the Proposer's workload. PAGE #_____

   The detailed list should include at a minimum the following:

   a. The company/agency
   b. Dates of services
   c. Name/Contract # of the project
   d. Scope

3) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community. PAGE #_____

4) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget. PAGE #_____

5) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement. PAGE #_____

6) Describe the Proposer's ability to work with other consultants designated by the City. PAGE #_____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Include an e-mail address for the "Point of Contact". **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** PAGE #_____

2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". P A G E # _____

   As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

   a. Name of the City Department for which the services are being performed,
   b. Scope/description of work,
   c. Awarded value of the contract/current value
   d. Effective dates and term of the contract
   e. City project manager's name and phone number,

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f. Statement of whether the Proposer was the prime contractor or subcontractor, and
g. Results of the project.

3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. PAGE #_____

a. Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (*See Affidavit D*). PAGE #____

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFQ RESPONSE MAKE SURE YOU:

☐ 1. Carefully read and have a clear understanding of the RFQ, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

☐ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFQ.

☐ 3. **Prepare and submit ONE (1) ORIGINAL RESPONSE electronically via PublicPurchase**.

☐ 4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

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7.1 Evaluation Procedures

(a) The Procurement Division shall review all Qualifications submissions for responsiveness to the requirements of the RFQ. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFQ. The Procurement Division will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities, and the required licenses and insurance.

(b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.

(c) As part of the evaluation process, the City may conduct background investigations of Proposers, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Response constitutes acknowledgement of the process and consent to such investigation.

7.2 Method of Evaluation

An Evaluation Committee, appointed by the Chief Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer, based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Chief Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

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7.3 Evaluation Criteria

The Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications	45
b)	Project Understanding, Proposed Approach & Methodology	35
c)	Past Performance & References	20
	Total Points	100

Proposer Evaluation Criteria Breakdown

a) Experience & Qualifications **Total Points: 45**

- Proposer's qualifications, including, but not limited to: company history and description, the number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience, and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. **Points: 15**

- Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. **Points: 5**

- Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. **Points: 5**

- Proposer's financial stability. **Points: 5**

- Qualifications and experience of all proposed key personnel (including sub-consultants) **Points: 15**

b) **Project Understanding, Proposed Approach, and Methodology** **Total Points: 35**

- Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, strategies for assuring assigned work is completed on time, innovation interaction and communication with the community, City staff, and multiple stakeholders. **Points: 15**

- Recent, current, and projected workload for the Proposer and key personnel and how the potential contract will fit into the Proposer's workload. **Points: 3**

- Proposer's demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community. **Points: 5**

- Proposer's demonstrated ability to provide schedule control, cost control and quality control for the services specified herein. Proposer's experience with similar projects completed on-time and within budget. **Points: 5**

- Proposer's ability to deliver similar projects having significant community and business involvement. **Points: 5**

- Proposer's ability to work with other consultants designated by the City. **Points: 2**

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c) Past Performance and References **Total Points: 20**

Proposer's detailed references and past performance, City contracts, litigation history. Refer to Section 6.

- Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. **Points: 10**

- All contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". **Points: 3**

- List with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. **Points: 4**

- Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D). **Points: 3**

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RFQ 2021-010 PRE-BID RSVP LIST
MOBILITY HUB CMR SERVICES

1. The Weitz Company
2. John Bell Construction
3. NV2A Group
4. Lemartec
5. The Mercova Group
6. Magnum Construction Management, LLC d/b/a MCM
7. Kaufman Lynn Construction
8. Desman Design Management
9. Parking Guidance Systems
10. Florida Lemark Corporation
11. KVC Construction, Inc
12. PCL Construction Services, Inc.
13. Pantin GOV

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Request for Proposal
RFQ 2021-010
Mobility Hub CMR Services

ADDENDUM NO. 1
Issued Date: April 13, 2021

The following changes amend the RFQ document of the above captioned solicitation and shall become an integral part of the Contract Documents.

I. CHANGES

The Submission Checklist and Section 7 – Evaluation/Selection Process are ***replaced in their entirety*** with the revised attachments to this addendum.

This addendum shall be acknowledged in Section 8 of the IFB document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this IFB shall remain the same, and in full force and effect.

Sincerely,

Celeste S. Walker-Harmon
Chief Procurement Officer

Attachment(s):
Revised Solicitation Submission Checklist
Revised Section 7 – Evaluation/Selection Process

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SOLICITATION SUBMISSION CHECKLIST -REVISED

Request for Qualifications (RFQ) No.2021-010

COMPANY NAME: (Please Print):_____

Phone: _____ Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFQ number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # ____
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE # ____
3) Fill out, sign, and submit the Proposer's Acknowledgement Form. PAGE # ____
4) Fill out and submit the Solicitation Submission Check List. PAGE # ____
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavits and Schedules A through H. PAGE # ____
6) Complete E-Verify Affidavit (Refer to Section 4.23) PAGE# _____
7) Fill out, sign, and submit Standard Form SF330, Architect-Engineer Qualifications. No response will be considered without this required form. Note: a separate Standard Form SF330 is not required of each Sub-Consultant. The Proposer is responsible for filling out this form and including the sub-consultant information in the corresponding areas. PAGE # ____
8) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # ____

SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

(i)

1) Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. PAGE # ____
2) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. PAGE # ____
3) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. PAGE # ____
4) Proposer is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant. PAGE # ____

(ii) FOR KEY PERSONNEL

1) *Utilizing Standard Form SF330, Part I – Section E.*, provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used. PAGE #_____

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SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

1) Describe in detail, your approach and methodology to perform the services solicited herein., Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders. PAGE #_____

2) Provide the recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. Explain how this potential contract will fit into the Proposer's workload. PAGE #_____

   The detailed list should include at a minimum the following:

   a. The company/agency
   b. Dates of services
   c. Name/Contract # of the project
   d. Scope

3) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community. PAGE #_____

4) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget. PAGE #_____

5) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement. PAGE #_____

6) Describe the Proposer's ability to work with other consultants designated by the City. PAGE #_____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) *Utilizing Standard Form SF330, Part I – Section F*, provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Under sub-section 23 – "Project Owner's Information" of Standard Form SF330, include an e-mail address for the "Point of Contact". **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** PAGE #_____

2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". P A G E # _____

   As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

   a. Name of the City Department for which the services are being performed,
   b. Scope/description of work,
   c. Awarded value of the contract/current value
   d. Effective dates and term of the contract
   e. City project manager's name and phone number,

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f. Statement of whether the Proposer was the prime contractor or subcontractor, and
g. Results of the project.

3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. PAGE #_____

a. Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (*See Affidavit D*). PAGE #____

SUBMITTAL – SECTION V: VOLUME OF WORK

Points shall be awarded to the Proposer for volume of work awarded by the City in the last three (3) years from the due date of this RFQ in accordance with the following table:

Less than $250,000	5
$250,000.01 - $2,000,000	3
Greater than $2,000,000	0

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFQ RESPONSE MAKE SURE YOU:

☐ 1. Carefully read and have a clear understanding of the RFQ, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

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SECTION 7 - EVALUATION/SELECTION PROCESS- REVISED

Request for Qualifications (RFQ) No. 2021-010

7.1 Evaluation Procedures

(a) The Procurement Division shall review all Qualifications submissions for responsiveness to the requirements of the RFQ. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFQ. The Procurement Division will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities, and the required licenses and insurance.

(b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.

(c) As part of the evaluation process, the City may conduct background investigations of Proposers, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Response constitutes acknowledgement of the process and consent to such investigation.

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An Evaluation Committee, appointed by the Chief Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

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The Chief Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

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Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

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7.3 Evaluation Criteria

The Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications	45
b)	Project Understanding, Proposed Approach & Methodology	35
c)	Past Performance & References	15
d)	Volume of Work	5
	Total Points	100

Proposer Evaluation Criteria Breakdown

a) Experience & Qualifications **Total Points: 45**

- Proposer's qualifications, including, but not limited to: company history and description, the number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience, and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. **Points: 15**

- Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. **Points: 5**

- Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. **Points: 5**

- Proposer's financial stability. **Points: 5**

- Qualifications and experience of all proposed key personnel (including sub-consultants) **Points: 15**

b) **Project Understanding, Proposed Approach, and Methodology** **Total Points: 35**

- Proposer's overall detailed approach and methodology to perform the services solicited herein. Understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, strategies for assuring assigned work is completed on time, innovation interaction and communication with the community, City staff, and multiple stakeholders. **Points: 15**

- Recent, current, and projected workload for the Proposer and key personnel and how the potential contract will fit into the Proposer's workload. **Points: 3**

- Proposer's demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community. **Points: 5**

- Proposer's demonstrated ability to provide schedule control, cost control and quality control for the services specified herein. Proposer's experience with similar projects completed on-time and within budget. **Points: 5**

- Proposer's ability to deliver similar projects having significant community and business involvement. **Points: 5**

- Proposer's ability to work with other consultants designated by the City. **Points: 2**

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c) Past Performance and References **Total Points: 15**

Proposer's detailed references and past performance, City contracts, litigation history. Refer to Section 6.

- Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. **Points: 8**

- All contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". **Points: 2**

- List with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. **Points: 3**

- Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D). **Points: 2**

d. Volume of Work (Points Assigned by Procurement) **Total Points: 5**

- Points shall be awarded to the Proposer for volume of work awarded by the City in the last three (3) years from the due date of this RFQ in accordance with the following table:

Less than $250,000	5
$250,000.01 - $2,000,000	3
Greater than $2,000,000	0

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CITY OF CORAL GABLES, FL

FINANCE DEPARTMENT / PROCUREMENT DIVISION

405 Biltmore Way – Coral Gables, FL 33134

REQUEST FOR QUALIFICATIONS

RFQ No. 2021-010

TITLE:

MOBILITY HUB PRECONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

Submittal Deadline / RFQ Opening: 2:00 p.m. Monday, May 3, 2021

DocuSign Envelope ID: 5B9EED93-19AB-4F6A-8C3D-539D0F7BFAF8

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFQ Title: MOBILITY HUB PRECONSTRUCTION AND CONSTRUCTION MANGER AT RISK SERVICES **RFQ No.: 2021-010** A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	**Electronic submittals must be received prior to 2:00 p.m., Monday, May 3, 2021 via PublicPurchase; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.** Contact: Name Leonard Gonzalez Title: Senior Procurement Manager Telephone:305-460-5115 Email: lgonzalez2@coralgables.com / contracts@coralgables.com

Proposer's Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (*if applicable*) _____%	Email:

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFQ FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER AS NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFQ DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFQ DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RESPONSE IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFQ PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK,** ALL RFQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY CERTIFIES ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFQ FOR THE ABOVE PROPOSER.

Authorized Name and Signature	*Title*	*Date*

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Qualifications (RFQ) No. 2021-010

The City of Coral Gables is seeking statements of qualifications to engage the services of qualified and licensed Construction Manager at Risk (CMR) firms to provide preconstruction services expertise during the design of the project and serve as the general contractor during the construction of the project for the successful completion of the State-Of-The-Art Mobility Hub, (the "Project"), pursuant to Florida Statutes 287.055 "Consultants' Competitive Negotiation Act" (CCNA).

The Request for Qualifications (RFQ) may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective Proposers must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: https://www.coralgables.com/departments/Procurement/supplier-services.

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

SOLICITATION RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH PUBLICPURCHASE. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide detailing how to respond electronically to solicitations can be found by visiting the Procurement Division Supplier Services website under https://www.coralgables.com/supplier-services.

A non-mandatory pre-qualification conference will be conducted on **Friday, April 9, 2021 at 10:00 am.** Attendance shall be via **Zoom video conference:** Meeting ID: 868 8456 6553 Passcode: 136396. Prior to the pre-qualification conference, the name of the companies and meeting participants that plan to attend should be sent to **lgonzalez2@coralgables.com.** A **non-mandatory Site Visit** will be conducted at the site of Parking Garage #1, 245 Andalusia Avenue, Coral Gables, Florida 33134 on **Friday, April 9, 2021** at 12:00 pm**.** Attendance is encouraged and recommended as a source of information but is not mandatory.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than Friday, April 16, 2021 at 4:00 PM. Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ.

Electronic submittals for RFQ No. 2021-010 will be received until 2:00 p.m., Monday, May 3, 2021 via PublicPurchase.

The City of Coral Gables will not accept and will in no way be responsible for any Responses received after the submittal deadline. The responsibility for uploading Proposal responses to PublicPurchase.com before the stated time and date is solely the responsibility of the Proposer.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

RFQ Advertisement	**4:00 pm, April 2, 2021**
Non-Mandatory Pre-Qualification Conference	**10:00 am, April 9, 2021**
Deadline for Questions	**4:00 pm, April 16, 2021**
Response Submittal Deadline	**2:00 pm, May 3, 2021**

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Award of this solicitation will be made to the most responsive responsible qualified firm(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof and waive any informalities or technicalities at any time during the RFQ solicitation process.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: http://www.coralgables.com, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Chief Procurement Officer

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CONE OF SILENCE

Request for Qualifications (RFQ) No. 2021-010

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

(1) the time of the City Manager's approval of the award, or
(2) the time the City Manager's written recommendation to the City Commission is received by the City Clerk, or
(3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

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SOLICITATION SUBMISSION CHECKLIST

Request for Qualifications (RFQ) No.2021-010

COMPANY NAME: (Please Print):_____

Phone: _____ Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFQ number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # ____
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE # ____
3) Fill out, sign, and submit the Proposer's Acknowledgement Form. PAGE # ____
4) Fill out and submit the Solicitation Submission Check List. PAGE # ____
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavits and Schedules A through H. PAGE # ____
6) Complete E-Verify Affidavit (Refer to Section 4.23) PAGE# _____
7) Fill out, sign, and submit Standard Form SF330, Architect-Engineer Qualifications. No response will be considered without this required form. Note: a separate Standard Form SF330 is not required of each Sub-Consultant. The Proposer is responsible for filling out this form and including the sub-consultant information in the corresponding areas. PAGE # ____
8) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # ____

SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

1) Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. PAGE # ____

2) Provide a narrative that will explain why your firm is interested in providing the City with the services outlined in this IFB and how your firm is uniquely qualified to provide said services for such an innovative project. PAGE # _____

3) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. PAGE # ____
4) Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Please provide this information utilizing Standard Form SF330, Part I – Section F. Proposer shall under sub-section 23 – "Project Owner's Information" include an e-mail address for the "Point of Contact". Note: Do not include work/services performed for the City of Coral Gables or City employees as references. PAGE # ____
5) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. PAGE # ____

6) Proposer is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant. PAGE # ____

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SUBMITTAL – SECTION III: STAFFING PLAN

1) *Utilizing Standard Form SF330, Part I – Section E.*, provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used. PAGE # ____

SUBMITTAL – SECTION III: PROJECT CONTROL EXPERIENCE

1) Describe in detail, your approach and methodology which will be utilized to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders. PAGE # ____

2) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community. PAGE # ____

3) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget. PAGE # ____

4) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement. PAGE # ____

5) Describe the Proposer's ability to work with other consultants designated by the City. PAGE # ____

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFQ RESPONSE MAKE SURE YOU:

☐ 1. Carefully read and have a clear understanding of the RFQ, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

☐ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFQ.

☐ 3. **Prepare and submit ONE (1) ORIGINAL RESPONSE electronically via PublicPurchase**.

☐ 4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

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SECTION 1 - INTRODUCTION TO REQUEST FOR QUALIFICATIONS

Request for Qualifications (RFQ) No. 2021-010

1.1 Invitation

Thank you for your interest in this Request for Qualifications ("RFQ"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Proposals" / "Responses") from Firms ("Proposers") which offer to provide the services described in Section 2.0 "Scope of Services".

Throughout this RFQ, the terms "must", "shall", and "will" denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.2 Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this RFQ (Section 10)

The term(s) of the Agreement shall be for an initial period of two (2) years with the option to renew for one (1) additional one (1) year period.

The City shall have the right to terminate this contract pursuant to Section 1.15 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative, not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds

B. CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

1.3 Additional Information or Clarification

The Proposer must thoroughly examine each section of this RFQ. If there is any doubt as to the meaning of any part of the RFQ, the Proposer may request clarification, IN WRITING, at the pre-qualification conference or by WRITTEN REQUEST via PublicPurchase (www.publicpurchase.com) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFQ for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of or make oral changes to the RFQ. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ.

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1.4. Method of Award

Award of this project will be made to the highest ranked responsive and responsible Proposer(s) ("highest ranked Proposer"), based on the criteria outlined in this solicitation. The City in its sole discretion will determine if it is in the best interest of the City to move forward with the award.

1.5 Award of an Agreement

Agreements may be awarded to the highest ranked Proposer(s) by the City Commission or City Manager, as applicable. Non-performance shall result in cancellation of the agreement with the Proposer. The City reserves the right to execute or not execute an Agreement with the highest ranked Proposer(s) if it is determined to be in the best interest of the City.

1.6 Agreement Execution

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for the City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the highest ranked Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFQ through action taken by the City Commission at a duly authorized meeting. If the highest ranked Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next highest ranked Proposer and so forth, or re-advertised, as determined by the City.

1.7 Unauthorized Work

Any unauthorized work performed by the Proposer(s) shall be deemed non compensable by the City.

1.8 Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to the Response Submittal Deadline through PublicPurchase.** Modifications will not be allowed after the Response Submittal date. Oral/Verbal modifications will not be allowed.

1.9 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFQ. Should it be necessary, the City will issue a written addendum via **PublicPurchase** to the RFQ clarifying such conflicts or ambiguities.

1.10 Disqualifications

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

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of response submission, may be rejected as non-responsive and shall not be considered for award.

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1.11 Proposer Expenditures

Proposer understands and agrees that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

1.12 Financial Stability and Strength

The Proposers must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers may be required to submit financial statements for each of their last two (2) complete fiscal years, upon written request, within five (5) calendar days of such request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the Response submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of response submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

1.13 Performance and Payment Bond

The Successful Proposer shall post a Performance and Payment Bond from a Corporate Surety after an approved award, which is satisfactory to the City, as security for the performance and execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted and shall be a sum equal to one hundred percent (100%) of the proposal amount. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

A Payment and Performance Bond must be filed by the Proposer with the City Clerk, as set forth here within this section in a form and with a corporate surety satisfactory to the City Manager and City Attorney, which guarantees the performance of the work in accordance with the Contract and the Plans and Specifications thereof; for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract; and indemnifying the City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

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1.14 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

Bond Amount	Best Rating	
500,000 to 1,499,999	A	VI
1,500,000 to 2,499,999	A	VIII
2,500,000 to 4,999,999	A	X
5,000,000 to 9,999,999	A	XII
over 10,000,000	A	XV

On bond amount of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

Providing evidence that the surety company is licensed to do business in the State of Florida.

Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state.

Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposal is issued.

Certifying that the surety is otherwise in compliance with the Florida Insurance Code.

Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

1.15 Contract Termination

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City, in its sole discretion. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.16 Contract Administrator

The City's issuing Department shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

1.17 Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by written agreement by the City, continue until completion at the same prices, terms, and conditions.

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SECTION 2 – SCOPE OF SERVICES

Request for Qualifications (RFQ) No. 2021-010

2.1 SCOPE NARRATIVE

The Scope of Work for the State-Of-The-Art Mobility Hub may consist of the following: The Mobility Hub will be a mixed-use building that will host multiple transportation and mobility activities for people visiting, living, and working in Coral Gables. The City of Coral Gables is envisioning this structure to have a lifespan of 75 years. Due to the fast-changing pace of transportation and mobility technology, this building will need to be designed to be adaptable during its lifespan.

The following scope narrative and conceptual study, prepared by the City's Parking Consultant, provides a sample conceptual approach that defines the Project's program.

The ground level of the Mobility Hub will most likely host the mobility related program components, including an internal drive-thru lane for ride sharing services to pick-up and drop-off users and have accessibility to other mobility uses at grade. Due to Andalusia Avenue being one way eastbound, we have located the entry/exit lanes to the parking levels on the west side of the building with the exit lane for the drive-thru lane on the west side of the building to minimize vehicular conflicts. The entry to the drive-thru lane is located on the east side of the building to minimize vehicle conflicts and provide a clean entry portal for those utilizing the many mobility options. The sidewalk on the north side of Andalusia Avenue will be dedicated as drop-off and pick-up areas for City Trolleys and other larger vehicles. The ground level will provide retail/flex-use space, bicycle storage, dockless vehicle parking, bike share docking stations, a wi-fi lounge, e-Commerce Logistics for drone package deliveries and pop-up coffee shops. Back of house (MEP) support spaces will also be located on the ground level. A speed ramp will take vehicles up to the first supported level to maximize the space for other ground level uses. A pedestrian connection on the ground level in the north-south direction will connect to a new Paseo on the north side of the alley that will allow users direct access to Miracle Mile from the building. Glass-backed elevators, facing Andalusia Avenue will be utilized to enhance passive security. A second pair of elevators will serve the e-Commerce logistics with access to the rooftop for drone delivery.

Initially, the first supported level will be reserved for Electric Vehicles (EV), with charging stations on all spaces. As the need for additional EV charging stations grows, additional levels will be convertible to be exclusive for EV. Provisions and upgrading of the electrical system will be needed to accommodate for the future expansion of the EV charging infrastructure. These provisions shall include running empty conduit to the future location of EV charging stations and additional space for transformers and other electrical equipment in the electrical room. This first supported level will be 25'-0" above the ground level to provide ample headroom for the ground level program uses and access to the pedestrian path connecting to the Paseo and eventually Miracle Mile.

The intermediate levels between the ground level and the rooftop will serve as self-parking levels when the building is opened. These levels have been designed to accommodate self-driving vehicles in the future since the garage consists of long span construction. The ramp layout of these park-on levels will be a double threaded helix ramping system, with one-way traffic flow and two (2) double-loaded bays, utilizing angled parking. The footprint of the park-on levels will overhang 5'-0" to the sidewalk on the south side of the property as well as 5'-0" on the alley side, on the north side. This will increase the efficient depth of the property from 100'-0 to 110'-0" to accommodate the two (2) double-loaded parking bays. The self-parking portion of the garage will roughly yield between 750-800 spaces. The parking bays will have columns on the perimeter to improve maneuvering and visibility. The concept was developed with a cast in place post-tensioned structure in mind for the long span parking bays and for the expected lifespan of the building. The floor-to-floor height on the intermediate levels is 11'-0" for improved natural ventilation, distribution of natural light and to improve passive security.

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Self-driving vehicles will be able to park closer together so that when the garage is converted to 100% self-driving vehicles, the parking capacity may increase to approximately 1,050 spaces, using the same floor area. The parking portion of the building will be designed as an open parking garage with natural ventilation.

The top level of the mixed-use building will be an active rooftop with open air uses for the public: potentially including landscaped areas, venue space, café/restaurant(s), lounging areas and/or areas to practice sports. The final design will need to consider the egress needs for public assembly. The City also wants to consider a heliport on the top level of the building.

2.2 PURPOSE

The City of Coral Gables is seeking to engage the services of a qualified Construction Manager at Risk (CMR) firm for the successful completion of the State-Of-The-Art Mobility Hub Project, (the "Project"). Initially, the CMR will enter into a contract to provide preconstruction services expertise to the City and design team during the design phase of the Project. Subsequently, pending successful negotiations, agreement on a contract price, and execution of a construction contract between the City and the CMR, the CMR will serve as the general contractor during the construction of the Project. The services of the CMR begin with the firm providing an agency support role for the design phase services. At some point prior to construction, the CMR will assume the risk of delivering the Project through a guaranteed maximum price or fixed price contract, at the discretion of the City. The City reserves the right to cease negotiations for the construction portion of the CMR agreement at any time during the preconstruction services phase for any reason, including, but not limited to if the parties are unable to reach agreement on a contract, contract price, guaranteed maximum price or if the City otherwise decides not to proceed with the Project.

2.3 DESIGN PHASE SERVICES ("PRE-CONSTRUCTION" PHASE)

Design Phase ("Pre-Construction" Phase) Services by the CMR may include, but are not limited to:

2.3.1. Coordination with Design Consultant/Architect:

In providing the services described in this solicitation, the CMR shall maintain a working relationship with the Design Consultant/Architect. However, nothing in this solicitation shall be construed to mean that the CMR assumes any of the responsibilities or duties of the Design Consultant/Architect. The CMR shall be solely responsible for construction means, methods, techniques, sequence, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement(s) with the City. The Design Consultant/Architect is responsible for the requirements of the Project as indicated in the Professional Services Agreement (PSA) with the City and the Design Consultant/Architect. The CMR's services shall be rendered compatibly and in cooperation with the Design Consultant/Architect's services under the City. It is not intended that the services of the Design Consultant/Architect and the CMR be competitive or duplicative, but rather be complementary.

2.3.2. Review Site Conditions:

CMR shall review existing site conditions including any surveys, soils reports or other site assessments prepared and delivered by the City to CMR. CMR shall make recommendations on further investigations which may be prudent to obtain in order to minimize the risk of change orders. CMR shall review existing conditions and advise the City of existing conditions that will or may impact the Design Documents and/or the Project.

2.3.3. Provide detailed independent cost estimating:

CMR shall provide construction cost estimates at the following milestones:

- Completion of Schematic Design Documents
- Completion of Design Development Documents
- 50% Completion of Construction Documents

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2.3.4. Provide project planning and scheduling:

CMR shall develop a detailed construction schedule (i) upon commencement of the Preconstruction Services, and (ii) after Design Consultant/Architect completes the schematic design documents for Project. CMR shall add details and logic to the schedule as the design progresses. CMR shall update the schedule on a regular basis but at a minimum with the delivery of each Cost Estimate. CMR shall assist in the identification of schedule items required to be delivered by the City, such as utility connections, special permits, etc. Further, CMR shall advise the City of ways to gain efficiency in Project delivery.

2.3.5. Provide constructability reviews and value engineering alternatives:

CMR shall provide value engineering and constructability reviews as set forth in the Preconstruction Services Agreement. The CMR shall review the work of the Design Consultant/Architect and make recommendations to suggest modifications to improve completeness or clarity of the Project Plans, and to improve the constructability of the Project within budget while meeting the City's objectives within the schedule. CMR shall review with the City and Design Consultant/Architect alternative approaches to the design, construction, and phasing for the Project, including but not limited to alternative materials and systems and value engineering to minimize total construction and operating costs. The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the Project Plans with the written specifications. This includes, but is not limited to, the CMR's review of the Project Plans in coordination of the drawings and specifications themselves, as well as with the existing facilities to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that except as included in the Construction Contract, no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the Project Plans; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions. At the conclusion of the Preconstruction Services, the CMR shall, without assuming the duties of the Design Consultant/Architect, warrant to the City, that the plans, specifications, and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

2.3.6. Conduct Plan Reviews:

CMR shall conduct plan reviews with the City officials, and other agencies requiring approvals, as well attend meetings and community presentations.

2.3.7. Provide long-lead time procurement studies and initiate procurement of long-lead items if requested by the City in writing.

2.3.8. Assist in the permitting process:

While the CMR may assist the Design Consultant/Architect with the permitting process, the Design Consultant/Architect is responsible for obtaining the necessary approval of all plans.

2.3.9. Protect the City's sensitivity to quality, safety, and environmental factors.

2.3.10. Participate in project related community meetings:

As required, the CMR shall attend meetings with the community. The CMR shall also schedule and conduct progress meetings with the City to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.

2.3.11. Preconstruction Services Fees:

The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee.

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2.3.12. Guaranteed Maximum Price (GMP):

At 60% completion of Construction Documents, CMR shall submit for City's consideration a GMP proposal to guarantee the maximum price of the Project. The GMP shall include all trade costs, general conditions, bonds & insurance, profit, overhead, CMR fee, agreed upon Contingency amount, and all like amounts, and shall represent the full and complete amount for which the CMR agrees to proceed with all work on the Project from the receipt of sub-contract bids to the final completion and contract close-out of the Project. Subsequent to a bid opening to be attended by the City, Design Consultant/Architect and CMR, the CMR shall submit its Contractor recommendations, including a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality, or the City's expectations. Upon acceptance of the GMP proposal, by the City (which acceptance shall be in the City's sole discretion), the CMR shall enter into a Construction Agreement for the Project work and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

2.4 CONSTRUCTION PHASE SERVICES

Construction Phase Services by the CMR may include, but are not limited to:

2.4.1. Construct the designed Mobility Hub building/parking garage.

2.4.2. Project Administration and Coordination with various City Departments and other agencies, utility companies, business community, and similar entities:

CMR shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient, and economical manner and in accordance with the Contract Documents. CMR shall provide administrative, management and related services as required to coordinate, supervise, and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and Design Consultant/Architect, to complete the Project in accordance with the Contract Documents. CMR shall maintain a competent, full time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. CMR shall cause all Subcontractors to perform the work in accordance with the Contract Documents. CMR shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be involved in the Project. CMR shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. CMR shall provide claims administration services, provided CMR shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.

2.4.3. Arrange for procurement of materials and equipment:

CMR shall arrange for the purchase, delivery, storage, protection and security for all materials and equipment until the materials are incorporated as part of the work and final acceptance is received from the Design Consultant/Architect. The CMR shall work with the City, at the City's request, to agree upon a list of materials to be purchased directly by the City, in order to realize sales tax savings.

2.4.4. Schedule and manage site operations:

CMR shall provide continuous construction management services throughout the construction phase including any and all enabling projects, construction, and occupancy close out phase. This management shall include, but not be limited to, regular job site meetings; overseeing quality assurance, testing and inspection programs; monitoring construction management staff and subcontractor work performance; maintaining record copies of all contract documents, change orders and other documentation on site.

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2.4.5. Bid, award, and manage all construction related contracts and subcontracts while meeting the City bid and insurance requirements:

a. Competitive Bidding: Unless otherwise provided for in the construction contract or approved by the City, the trade and other subcontracted work on the Project will be competitively bid. Instructions to bidders must require each bid to be accompanied by the appropriate bid security.

b. Bid Packages: The CMR shall assemble the Project Plans and other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each contractor ("Contract Documents") into appropriate bid packages and shall distribute the bid packages to prospective bidders, Design Consultant/Architect, and the City.

c. Obtaining Bids: CMR shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest in the Project. The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed through the execution, by the CMR, of the Sub-contractor Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list.

d. Pre-bid Conferences: CMR, with the assistance of Design Consultant/Architect and the City, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity requirements or programs. The CMR, with the assistance of the Design Consultant/Architect and the City, shall prepare an addendum to answer questions or requests for additional clarifications from bidders. The addendum prepared shall be distributed to all prospective bidders.

e. Bid Review/Bid Comparison: CMR, with the assistance of City and Design Consultant/Architect, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation to the City about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, CMR shall evaluate all applicable alternates referenced in the Contract Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package, identifying potential additional costs of risks. In recommending the award of any subcontract, the CMR shall not consider any unauthorized substitutions contained in the bid.

f. Pre award Conferences: CMR, with the assistance of the City and Design Professional, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, CMR shall assist the City in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.

g. Subcontractor and Material Supplier Review: CMR shall participate in investigating any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.

h. Subcontracts: As set forth in the Agreement(s), those portions of the Work that the CMR does not customarily perform with its own personnel shall be performed under subcontracts with the approved bidders (Subcontractors) or by other appropriate agreements with the CMR.

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2.4.6. Competitively bid any subcontracted work:

In the event CMR self-performs up to fifty percent (50%) of the Project, then CMR will also provide competitive bids for such work. CMR will present all bids to the City with recommendations for subcontractor team.

2.4.7. Provide Quality Assurance/Quality Control Plan:

CMR shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order that the standards of construction called for are met. The QA/QC Plan shall address the processes, procedures, and responsibilities for the identification, tracking and resolution of all non-conforming work. CMR shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. CMR shall coordinate and monitor all testing provided by others as required by all Contract Documents. CMR shall keep an accurate record of all tests, inspections conducted, findings and test reports.

2.4.8. Bond and insure the construction in accordance with City requirements:

CMR shall provide Payment and Performance Bonds in compliance with Florida Statute §255.05 in the full amount of the Contract Sum, plus adjustments thereto, which bonds shall guarantee to the City the full completion and performance of the Work, including warranty obligations, as well as full payment of all suppliers, laborers, and subcontractors pursuant to the Construction Agreement. CMR shall also maintain a Contractor Controlled Insurance Program for the Project and, to the extent applicable, receive certificates of insurance for other required insurance coverage from Subcontractors, review such insurance certificates for conformance with Contract Documents, and ensure that insurance is current. CMR shall monitor compliance of each Subcontractor with the Owner's requirements for insurance and bonding as set forth in the Contracts.

2.4.9. Obtain construction related Federal, State, County and local permits and address all permitting requirements:

Construction Manager is responsible for securing all necessary permits from the City of Coral Gables, Miami-Dade County, Florida Department of Transportation, and any other authority having jurisdiction over the Work. CMR shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City and Design Consultant/Architect, CMR shall develop a matrix showing required permits, the party responsible to obtain each permit and the status of each such permit. CMR shall assist the City and Design Consultant/Architect in connection with the City's responsibility for filing documents required for the approvals of government entities having jurisdiction over the Project.

2.4.10. Deal with owner's issues including, but not limited to, business continuity, safety, and traffic issues. Maintain a safe work site for all project participants:

The CMR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project including, but not limited to the erection of barricades to minimize the risk of injury to persons or property. The CMR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss.

2.4.11. Staffing:

All Work shall be performed by craftsmen skilled in the trades and application of materials involved. Construction Manager shall employ and maintain on the Project only competent personnel including during the progress of the work a full-time competent English-speaking superintendent and any necessary assistants, all satisfactory to the Design Consultant/Architect, Project Manager, and City.

2.4.12. Monitor Contractor Performance:

CMR shall insure that each Subcontractor perform its Work in accordance with the requirements of the Contract Documents and shall take all necessary efforts to protect the City against defects and deficiencies in the Work. CMR shall promptly report to the City and Design Consultant/Architect all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work, and advise the City and Design Consultant/Architect of CMR's actions or proposed actions with respect thereto.

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2.4.13. Means and Methods:

The CMR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the Construction Agreement.

2.4.14. Meetings:

CMR shall schedule and conduct a weekly progress meeting to include representatives of the City, and the Design Consultant/Architect to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than the close of the next workday following completion of such meeting.

2.4.15. Schedules:

The CMR shall coordinate and provide the schedule in a manner to complete the project in the most expeditious and economical manner possible. The Construction Schedule shall be in a detailed precedence style critical path management ("CPM") format satisfactory to the City that shall also: (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Project in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). The CMR shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays to any Milestone Dates and Substantial Completion. The accepted Construction Schedule shall be updated monthly to reflect actual conditions and/or as requested by the City. In the event any schedule update or progress report indicates any delay to the Project including delays to any Milestone Dates and/or Substantial Completion, the CMR shall propose an affirmative plan to correct the delay.

2.4.16. Direct Purchases:

As set forth in the Construction Agreement, the CMR shall coordinate with the City, at the City's request, to direct purchase agreed upon materials to realize sales tax savings.

2.4.17. Presentations:

Participate and assist in the preparation of materials for meetings of the City Commission, relevant subcommittees, and any other groups required.

2.4.18. Progress Reports:

No less often than once each month, CMR shall submit to the City and the Design Consultant/Architect a detailed Progress Report for the City's and Design Consultant/Architect's review and comment. The format for the Progress Report must be approved and accepted by the City and the Design Consultant/Architect and will establish the format to be used for each subsequent monthly Progress Report.

2.4.19. Daily Log:

The Construction Manager's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site(s); visitors to the Project, including representatives of the City, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log. The daily log shall be kept on the Project(s) site(s) and shall be available at all times for inspection and copying by the City and Project Manager.

2.4.20. Accounting:

The CMR shall keep full and detailed records and accounts related to the cost of the Project and exercise such controls as may be necessary for proper financial management under the Contract Documents and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the City.

2.4.21. Notices:

CMR shall file all notices of commencement and all other filings required to be made for the Project.

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2.4.22. Field Questions / Requests for Information (RFI):

As set forth in the Construction Agreement, should the Construction Manager request information, interpretations of Contract Documents, use of alternates, approval of samples (but not Shop Drawings) or make other similar requests (hereinafter "RFI" or "RFIs"), it shall do so in good faith, in writing, and in a reasonable time and fashion, by submitting Construction Manager's RFIs to the Design Consultant/Architect and Project Manager.

2.4.23. Submittals:

As set forth in the Construction Agreement, the Construction Manager shall review, approve, and submit to Design Consultant/Architect and Project Manager, who may work in coordination with another consultant of the City, such as an Architect or engineer, for review and approval drawings, product data, samples, and similar submittals, with reasonable promptness and in such sequence as to cause no delay in the Project. CMR shall follow the submittal schedule in the Construction Agreement, which establishes the submittal and response times for all submittals including, but not limited shop drawings, and submittals.

2.4.24. Record Project Documents:

Construction Manager shall maintain in a safe place at the Project(s) site(s) a copy of the Construction Agreement, one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, accepted shop drawings, amendments, Change Orders, RFIs, and Field Directives, field and performance test records, construction progress schedules, and as-built drawings, as well as all written interpretations and clarifications issued by the Design Consultant/Architect and/or Project Manager, in good order and annotated to show all changes made during construction. The Record Project Documents shall be continuously updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit, and utility services. Construction Manager shall certify the accuracy of the updated Record Project Documents. As a condition precedent to City's obligation to pay Construction Manager, the Construction Manager shall provide evidence, satisfactory to the Architect and Project Manager, that Construction Manager is fulfilling its obligation to continuously update all Record Project Documents.

2.4.25. Survey:

The CMR shall notify the City immediately in writing upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations, and utility locations for the Project site.

2.4.26. Interpretations:

The Design Consultant/Architect of record shall be the initial interpreter of the requirements of the drawings and specifications and the initial judge of the performance thereunder by the Construction Manager. The Design Consultant/Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Construction Manager.

2.4.27. Substantial Completion:

As set forth in the Construction Agreement, Substantial Completion shall be achieved by the CMR when, as determined by the Project Manager and the City, the Project (or designated portion thereof) is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Work (or designated portion thereof) for its intended use and that the requirements for the Project (or designated portion thereof) are met (as applicable).

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2.5 CLOSEOUT PHASE

The CMR will coordinate project closeout, start-up, and transition to operation, per the contract for Construction. Activities include, but are not limited to:

2.5.1 Equipment Tests and Systems Start-up:

CMR shall be responsible for coordinating various tests for quality control on the Project; verify that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.

2.5.2 Punch List:

The CMR and Design Consultant/Architect, in conjunction with the Project Manager, shall develop the Punch List, a single list of items limited to minor omissions and defects which are required to render the Project complete and satisfactory in accordance with the Construction Agreement, and shall submit the Punch List in accordance with the time frames set forth in the Construction Agreement.

2.5.3 Final Inspections:

Following Design Consultant/Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, CMR shall evaluate the completion of the work of the Subcontractors and make recommendations to the City and Design Consultant/Architect when work is ready for final inspection. CMR shall assist Design Consultant/Architect and the City in conducting final inspections. CMR shall supervise and coordinate the issuance of all required certificates of occupancy.

2.5.4 Turn Over:

With Design Consultant/Architect and the City's building operator, CMR shall coordinate, schedule, and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. CMR shall secure from the entities required to provide such documents and transmit to the City required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contracts, in duplicate, bound and indexed by CMR. CMR shall collect and deliver to the City all keys, manuals, record drawings and operating and maintenance books. CMR will coordinate with the Design Consultant/Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Project Plans (CADD disks will be provided to the CMR by the Design Consultant/Architect)

2.5.5 Warranty:

CMR shall perform and/or coordinate all warranty work **for a period of three (3) years from Final Completion of the Work** to ensure that all warranty obligations are fulfilled in a timely manner. CMR is responsible to the City for Warranties and Guaranties. If any defect appears in the work of any Subcontractor within the applicable warranty period for that Subcontractor, the CMR shall inspect the affected portions of the Project to determine the scope of the defect and to identify the responsible Subcontractor or Subcontractors. CMR shall take such action as may be required to enforce that Subcontractor's warranty obligations, or otherwise fulfill said warranty obligation.

2.5.6 Warranty Inspection:

CMR shall coordinate with the City and Architect to perform an inspection not later than two (2) years and ten (10) months following Final Completion of the Work to identify any warranty items which should be addressed by CMR, its Subcontractors and/or suppliers. CMR shall deliver a list of issues identified within three (3) business days of the inspection for the City's approval and shall promptly repair, replace and/or correct any identified defects and deficiencies. The failure to identify any issues shall not relieve CMR or its Subcontractors or suppliers of their obligations under the Contract Documents for defects, deficiencies, and non-conforming Work.

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SECTION 3 - MINIMUM QUALIFICATION REQUIREMENTS

Request for Qualifications (RFQ) No. 2021-010

3.1 The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(A) PROPOSER SHALL:

(1) Be regularly engaged in the business of providing these goods and/or services as described in the Request for Qualifications “Scope of Services” for a minimum of ten (10) years, as evidenced in Standard Form 330 Architect-Engineer Qualifications. In addition, Proposer shall provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.

(2) Provide financial statements for each of the firms last two (2) complete fiscal years. that will demonstrate the proposer has sufficient financial support, as specified in Section 1.12 to ensure that the Proposer can satisfactorily execute the Contract under the terms and conditions stated herein.

(3) Be licensed as a Certified General Contractor in the State of Florida with the Department of Business & Professional Regulation.

(B) KEY PERSONNEL

(1) The Proposer’s Lead Project Manager must be a licensed Certified General Contractor in the State of Florida, with a minimum of ten (10) years of documented experience in the management of construction projects and served as Project Manager on similar projects; preferably for municipal/local government agencies.(2) The Proposer’s Superintendent must have a minimum of ten (10) years of documented superintendence experience in the construction industry, providing the services outlined in this solicitation, preferably to municipal/local government agencies.

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SECTION 4 - GENERAL CONDITIONS

Request for Qualifications (RFQ) No. 2021-010

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, or who is not in a position to perform the requirements defined in this RFQ. This offering of RFQ itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s). Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the services outlined.

4.2 Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee, or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

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4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks) but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee, or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease, or agreement.

4.7 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response to provide any goods or services to a public entity, may not submit a Response with a public entity for the construction or repair of a public building or public work, may not submit Responses on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: http://www.coralgables.com. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.9 Determination of Responsiveness

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Response is one which meets the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

4.10 Evaluation of Responses

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

1) Proposer fails to acknowledge receipt of addenda;
2) Proposer misstates or conceals any material fact in the Response;
3) Response does not conform to the requirements of the Formal Solicitation;
4) Response requires a conditional award that conflicts with the method of award;
5) Response does not include required samples, certificates, licenses as required; or,
6) Response was not executed by the Bidder’s/Proposer(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

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B. Elimination from Consideration

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

4) The City may consider the Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress, or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.

5) The City may consider whether or not the Proposer has previously defaulted in the performance of a public service contract or has been convicted of a crime arising from the performance of a previous or current public service contract.

6) The City may consider any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

4.11 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

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4.12 Sub-Contractor / Sub-Consultant

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

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness, or other emergency situations.

4.14 Florida Public Records Law

Sealed bids, proposals, or statements of qualifications received by an agency pursuant to invitation for bids, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Trade Secret, Proprietary or Confidential Information

The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, but shall not be required, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Proposer a competitive advantage over other Proposers. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

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4.16 Purchasing Agreements with Other Government Agencies

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Qualifications constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities.

Each governmental, not-for-profit, or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from, and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

4.17 Protection of Property / Safety Concerns:

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

4.18 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer may be paid in monthly installments. Payment, for hourly work, is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.19 Auditing of Records

The Successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.20 Single Proposal

Only one (1) Response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

4.21 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

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4.22 Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional's employees working on the outside (i.e., landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e., Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening and submit the results to Human Resources (HR).

4.23 Employee Eligibility Verification. Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit and the last four pages of the Memorandum of Understanding (MOU) provided by U.S. Citizenship and Immigration Services (USCIS) upon your registration to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: https://www.e-verify.gov/

SUPPLEMENTARY CONDITIONS

4.24 Preclusion

Successful Proposer and sub-consultants contracted to provide architectural and engineering design services under this RFQ are precluded from bidding/responding to the competitive solicitation for the construction phase of a project.

4.25 Competitive Sourcing

It is the goal of the City to maximize competition for a project among suppliers and contractors. The Proposer shall endeavor to prepare all documents, plans and specifications that are in accordance with this goal. Under no condition shall Proposer include means and methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.

4.26 Additional Terms or Conditions

This RFQ, including the attached draft Professional Services Agreement, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a response, Proposer agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

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SECTION 5 –

INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

Request for Qualifications (RFQ) No. 2021-010

5.1 To the fullest extent permitted by Laws and Regulations, including Florida Statute 725.06, the Proposer who is awarded this solicitation shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Proposer, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Proposer, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

5.2 For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Proposer, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Successful Proposer or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

5.3 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

a. Damages awarded to any person or party.

b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Proposer awarded this contract will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Proposer will reimburse the City at the prevailing market rate for similar legal services.

c. Attorney's fees and cost of any party that a court orders the City to pay.

d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Proposer or any other party, Proposer will reimburse City $50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in

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depositions, or preparing for such testimony, Proposer will reimburse City on a per hour basis as follows:

- For the Mayor or City Commissioner: $300.00 per hour
- For the City Manager: $250.00 per hour
- For an Assistant City Manager or Department Director: $250.00 / hour
- For an Assistant Department Director: $100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: $50.00 per hour

e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.

f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and

g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFQ, will supersede and take precedence over any such provisions contained within the RFQ documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.
Consequently, prior to award and in any event prior to commencing work, the Proposer shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 PROPOSER REQUIREMENTS

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of “A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney’s Office.

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5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

5.6.3.1 Commercial General Liability Insurance

also covering explosion, collapse, and underground protecting the Proposer, the City, and their respective servants, agents or employees against damages arising from bodily injury (including death) and from claims for property damage which may arise directly or indirectly out of the operations of the Proposer, its subcontractors, servants, agents, or employees under this Agreement. Proposer shall maintain completed operations coverage for at least ten(10) years after completion of the Work. Such insurance shall have per Project limits in the amount acceptable to the City which shall in any event be not less than One Million ($1,000,000.00) Dollars inclusive of any one Occurrence and Two Million ($2,000,000.00) Dollar in the aggregate and also in the aggregate for Products & Completed Operations and shall include a standard form of cross liability clause. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

5.63.2 Commercial Umbrella/Excess Liability.

Proposer agrees to provide and maintain either a Commercial Umbrella or Excess Liability Policy (Excess Following Form/True Excess Following Form/True Umbrella) also covering Explosion, Collapse, and Underground and at a limit of liability not less than Ten Million ($10,000,000.00) Dollars each occurrence Ten Million ($10,000,000.00) Dollars annual aggregate. The Proposer agrees any Self- Insured-Retention or deductible shall not exceed $25,000. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

5.6.3.3 Pollution Liability.

Proposer hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than One Million ($1,000,000) Dollars per occurrence and per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of $10,000, the City reserves the right to review and request a copy of the Proposer's most recent annual report or audited financial statements. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

5.6.3.4 Automobile Liability Insurance

on the Proposer's owned, non-owned and hired vehicles, protecting the Proposer against damages arising from bodily injury (including death) and from claims for property damage arising out of their use or the operations of the Proposer, its subcontractors or of agents under this Agreement. This insurance shall be for an amount acceptable to the City and shall in any event be not less than One Million ($1,000,000.00) Dollars Combined Single Limit per accident. This coverage shall be endorsed to include the City of Coral Gables as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation.

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5.6.3.5 Professional Liability.

Proposer agrees to provide and maintain Professional Liability Insurance with a limit of liability not less than One Million ($1,000,000.00) Dollars per claim, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Proposer shall become legally obligated to pay as damages for claims arising out of the services performed by the Proposer or any person employed in connection with this agreement. Proposer shall maintain Professional Liability coverage for at least ten (10) years after completion of the work.

5.6.3.6 Builders Risk.

Unless otherwise provided, the Proposer shall purchase and maintain, with a company or companies lawfully authorized to do business in the State of Florida, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising of the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the City, Proposer and Subcontractors on the Project. The Proposer shall be solely responsible for any deductibles under the builder's risk insurance and under all other insurance required by Article 17 of the Agreement. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the Project. The policy must be endorsed to provide the City at least forty-five (45) days' notice of any cancellation and/or restriction. City shall be endorsed as a Loss Payee.

5.6.3.7 Workers' Compensation and Employers Liability Insurance

Prior to commencing the Work and prior to receiving payment, the Proposer shall provide evidence of compliance with the requirements of the State of Florida with respect to workers' compensation insurance including payments due thereunder and including Employers Liability with minimum Limits of $1,000,000.00 per each accident, per disease each employee and per disease policy limit. This policy shall include a Waiver of Subrogation endorsement in favor of the City.

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for the General and Auto Liability policies

5.6.5.1.2 Waiver of Subrogation on all policies except Professional Liability

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5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085 – CE
DULUTH, GA 30096

5.6.5.2 All policies except for Professional Liability shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the polices.

A copy of each endorsement that is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 <u>WAIVER OF INSURANCE REQUIREMENTS</u>

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com . Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

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Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Proposer provides evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

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SECTION 6 - SUBMISSION REQUIREMENTS

Request for Qualifications (RFQ) No. 2021-010

6.1 SUBMITTAL INSTRUCTIONS

Proposers shall submit one (1) Original Response, electronically via PublicPurchase. The Professional Service Agreement is a **d*raft*** for your review; therefore, ***submittal of this agreement is not required with the Response***. Responses must be submitted **electronically** prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to submit the Response on or before the submittal deadline.

Proposals shall be submitted electronically via PublicPurchase.

The Procurement Division will not be held responsible for the premature opening of a Response not properly addressed and identified. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Responses, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City. All information submitted in conjunction with any proposal submitted in response to this solicitation can and will be used in the evaluation process.

6.2 RESPONSE FORMAT

THE PROPOSAL SHALL BE **PAGE NUMBERED FROM START TO FINISH**, TABBED BY EACH SECTION, AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA.

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFQ number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date.
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number.
3) Fill out, sign, and submit the Proposer's Acknowledgement Form.
4) Fill out and submit the Solicitation Submission Check List.
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavits and Schedules A through H.
6) Complete E-Verify Affidavit.
7) Fill out, sign, and submit Standard Form 330, Architect-Engineer Qualifications. No response will be considered without this required form. Note: a separate Standard Form 330 is not required of each Sub-Consultant. The Proposer is responsible for filling out this form and including the sub-consultant information in the corresponding areas.
8) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

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SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

1) Provide a complete history and description of your company, including, but not limited to: the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies.
2) Provide a narrative that will explain why your firm is interested in providing the City with the services outlined in this IFB and how your firm is uniquely qualified to provide said services for such an innovative project.
3) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County.
4) Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Please provide this information utilizing Standard Form 330, Part I – Section F. Proposer shall under sub-section 23 – "Project Owner's Information" include an e-mail address for the "Point of Contact". Note: Do not include work/services performed for the City of Coral Gables or City employees as references.
5) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.
6) After receipt of responses, Proposer may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.

SUBMITTAL – SECTION III: STAFFING PLAN

1) *Utilizing Standard Form SF330, Part I – Section E.*, provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used.

SUBMITTAL – SECTION III: PROJECT CONTROL EXPERIENCE

1) Describe in detail, your approach and methodology to perform the services solicited herein., Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders.
2) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community.
3) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget.
4) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement.
5) Describe the Proposer's ability to work with other consultants designated by the City.

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SECTION 7 - EVALUATION/SELECTION PROCESS

Request for Qualifications (RFQ) No. 2021-010

7.1 Evaluation Procedures

(a) The Procurement Division shall review all Qualifications submissions for responsiveness to the requirements of the RFQ. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFQ. The Procurement Division will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities, and the required licenses and insurance.

(b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.

(c) As part of the evaluation process, the City may conduct background investigations of Proposers, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Response constitutes acknowledgement of the process and consent to such investigation.

7.2 Method of Evaluation

An Evaluation Committee, appointed by the Chief Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer, based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Chief Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

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7.3 Evaluation Criteria

The Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications	40
b)	Staffing Plan	25
c)	Project Control Experience	35
	Total Points	100

Proposer Evaluation Criteria Breakdown

1. Proposer's Qualifications **Total Points: 40**

- Proposer's qualifications, including, but not limited to the number of years in business, credentials, licenses, capabilities, and capacity to effectively meet the City's needs, number of employees, relevant experience, and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. **Points:20**
- Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. **Points:5**
- Proposer's detailed references and project experience including most recent and relevant projects similar in scope and nature to the services described in the solicitation. **Points:10**
- Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. **Points:2.5**
- Proposer's financial stability. **Points:2.5**

2. Staffing Plan **Total Points: 25**

- Qualifications and experience of all proposed key personnel (including sub-consultants). **Points:25**

3. Project Control Experience **Total Points: 35**

- Proposer's detailed approach and methodology as it relates to the scope of work requested in this RFQ, including innovative interaction and communication with the community, City staff, and multiple stakeholders. **Points:15**
- Proposer's demonstrated ability to positively and innovatively move a project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community. **Points: 5**
- Proposer's demonstrated ability to provide schedule control, cost control and quality control for the services specified herein. Proposer's experience with similar projects completed on-time and within budget. **Points:5**
- Proposer's ability to deliver similar projects having significant community and business involvement. **Points:5**
- Proposer's ability to work with other consultants designated by the City. **Points:2.5**
- Recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. **Points:2.5**

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SECTION 8 –

PROPOSER'S AFFIDAVITS

Request for Qualifications (RFQ) No. 2021-010

8.1 Proposer's Affidavit - Schedules A through H as follows:

A - Certificate of Proposer
B - Non-Collusion Affidavit
C - Drug Free Statement
D - Proposer's Qualification Statement
E - Code of Ethics, Conflict of Interest, Cone of Silence
F - Americans with Disabilities Act (ADA)
G - Public Entity Crimes
H - Acknowledgement of Addenda

8.2 Employer E-Verify Affidavit

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PROPOSER'S AFFIDAVIT

SOLICITATION: RFQ 2021-010 MOBILITY HUB PRE-CONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response).* Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFQ response. It is to be filled in, executed by the Proposer and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

Authorized Name and Signature	*Title*	*Date*

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STATE OF _____

COUNTY OF _____

On this _____day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

_____
NOTARY PUBLIC, STATE OF _____

_____
(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

_____
(Type of Identification Produced)

DocuSign Envelope ID: 5B9EED93-19AB-4F6A-8C3D-539D0F7BFAF8

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the firm, hereby represented has:

a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(*Owner, Partner, Officer, Representative or Agent)*

of the Proposer that has submitted the attached response.

2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;

3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name:_____ Relationship:_____

Name:_____ Relationship:_____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

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SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug- free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

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SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name:_____

Address:_____
Street City State Zip Code

Telephone No: (___)_____ Fax No: (___)_____ Email: _____

How many years has your company been in business under its present name?_____Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

_____

Under what former names has your company operated? : _____

At what address was that company located? _____

Is your Company Certified? Yes_____ No If Yes, **ATTACH COPY** of Certification.

Is your Company Licensed? Yes_____ No If Yes, **ATTACH COPY** of License
_____

Has your company or its senior officers ever declared bankruptcy?

Yes_____No_____ If yes, explain:_____

_____

LEGAL INFORMATION:

Please identify each incident ***within the last five (5) years*** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ ***(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified)***:

_____

_____

_____

_____

Has your company ever been debarred or suspended from doing business with any government entity?

Yes ___ No ___ If Yes, explain _____

_____

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SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[*Attach a copy of the final order*]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ, any associated addendum and Contract Documents within the contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.

2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

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City of Coral Gables
Finance Department/Procurement Division

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,20___.

_____
NOTARY PUBLIC
My Commission Expires:

_____

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SECTION 9 –

STANDARD FORM 330 ARCHITECT-ENGINEER QUALIFICATIONS

Request for Qualifications (RFQ) No. 2021-010

9.1 Standard Form 330 Architect-Engineer Qualifications – This form must be completed in its' entirety. Please follow the instructions outlined in the form.

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SECTION 10 –

PROFESSIONAL SERVICES AGREEMENT (DRAFT)

Request for Qualifications (RFQ) No. 2021-010

10.1 The enclosed agreement is a draft for your review only. DO NOT complete and submit the agreement at time of response submittal. This document will be finalized with the awarded proposer for the services.

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City of Coral Gables
Finance Department/Procurement Division

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,20___.

_____
NOTARY PUBLIC
My Commission Expires:

_____

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Exhibit “E”

Certificate of Insurance

DocuSign Envelope ID: 5B9EED93-19AB-4F6A-8C3D-539D0F7BFAF8

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
353 North Clark, 10th Floor
Chicago IL 60654

CONTACT NAME: Tara Brusek
PHONE (A/C, No, Ext): 312-414-3976 **FAX (A/C, No):**
E-MAIL ADDRESS: Tara.Brusek@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Compan	19682
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Twin City Fire Insurance Compa	29459
INSURER D : Pacific Insurance Company, Lim	10046
INSURER E : Hartford Fire Insurance Co	19682
INSURER F : Hartford Underwriters Ins Co	30104

INSURED ORASCON-01
THE WEITZ COMPANY, LLC
WEITZ FLORIDA
420 WATSON POWELL JR. WAY, SUITE 100
DES MOINES IA 50309

COVERAGES **CERTIFICATE NUMBER:** 1298448761 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	83CSE QU3422	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
E F	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	83UEN QU3423 83AB QU3424	6/1/2021 6/1/2021	6/1/2022 6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	83XST QU3425	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	83WN QU3420 83WBR QU3421	6/1/2021 6/1/2021	6/1/2022 6/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL / POLLUTION LIABILITY	Y	Y	37CPIAA9784	6/1/2021	6/1/2022	PER CLAIM AGGREGATE	$ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Pre-construction – Mobility Hub.

See Page 2

CERTIFICATE HOLDER

City of Coral Gables Insurance Compliance
PO Box 100085-CE
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alliant Insurance Services, Inc.	THE WEITZ COMPANY, LLC WEITZ FLORIDA 420 WATSON POWELL JR. WAY, SUITE 100 DES MOINES IA 50309
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

General Liability: City of Coral Gables Insurance Compliance is named as Additional Insured on a primary basis and any other insurance maintained by the Additional Insured is excess and non-contributory and includes waiver of subrogation. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

Auto Liability: City of Coral Gables Insurance Compliance is named as Additional Insured on a primary basis and any other insurance maintained by the Additional Insured is excess and non-contributory and includes waiver of subrogation. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

Worker's Compensation: Includes Waiver of Subrogation and 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

Excess Liability: Excess Liability is follow form and follows primary General Liability and Auto Liability Additional Insured Status, Primary-Noncontributory, and Waiver of Subrogation when required by written contract or agreement.

Pollution Liability: City of Coral Gables Insurance Compliance is provided Additional Insured status on a Primary Non-Contributory basis, which is included in the base policy form when required by written contract or agreement. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

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POLICY NUMBER: 83 CSE QU3422

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: 83 CSE QU3422

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER: 83 CSE QU3422

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization whom you have agreed to include as an additional insured under a written contract or agreement, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 83 CSE QU3422

COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
IF ANY	IF ANY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 83 CSE QU3422

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
IF ANY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or

2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or

2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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Primary And Noncontributory Insurance

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POLICY NUMBER: 83 CSE QU3422

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
14919904 Roquette America, Inc. 1003 South 5th Street Keokuk, IA 52632
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: 83 CSE QU3422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Part D: 30

Name of Certificate Holder:

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE WEITZ GROUP, LLC **Endorsement Effective Date:** 06/01/2021

SCHEDULE

Insurance Company: HARTFORD FIRE INSURANCE COMPANY	
Policy Number: 83 UEN QU3423	**Effective Date:** 06/01/2021
Expiration Date: 06/01/2022	
Named Insured: THE WEITZ GROUP, LLC	
Address: 420 Watson Powell Jr Way., Suite 100 Des Moines, IA 50309	
Additional Insured (Lessor): ANY LESSORS AS REQUIRED BY WRITTEN CONTRACT	
Address:	
Designation Or Description Of "Leased Autos": ALL LEASED AUTOS LEASED FROM A LESSOR AS REQUIRED ABOVE	

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Coverages	Limit Of Insurance
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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POLICY NUMBER: 83 UEN QU3423

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE WEITZ GROUP, LLC

Endorsement Effective Date: 06/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
BLANKET AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR
(HAWAII)

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 06/01/2021	**Policy Number:** 83 AB QU3424
Named Insured THE WEITZ GROUP, LLC	Countersigned by (Authorized Representative)

SCHEDULE

Insurance Company HARTFORD UNDERWRITERS INSURANCE COMPANY

Policy Number 83 AB QU3424
Effective Date 06/01/2021
Expiration Date 06/01/2022

Named Insured THE WEITZ GROUP, LLC
Address 420 WATSON POWELL JR WAY., SUITE 100, DES MOINES, IA 50309
Additional Insured (Lessor) ANY LESSORS AS REQUIRED BY WRITTEN CONTRACT
Designation or Description of Leased "Autos"

ALL LEASED AUTOS LEASED FROM A LESSOR AS REQUIRED ABOVE

Coverages	**Limit of Insurance**
Liability	$2,000,000 Each "Accident"
Personal Injury Protection (or equivalent no-fault coverage)	$10,000
Combined Physical Damage	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS: MINUS: NOT COV For Each Covered "Auto"
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS: MINUS: SEE HA0012 For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS: MINUS: SEE HA0012 For Each Covered "Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS: MINUS: NOT COV For Each Covered "Auto"

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A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

Leased auto means an auto leased or rented to you, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a lease or rental agreement which requires you to provide direct primary insurance for the lessor.

B. Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto, WHO IS AN INSURED is changed to include as an "insured" the lessor named in this endorsement..

C. LOSS PAYABLECLAUSE

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.

2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

D. CANCELLATION

1. If we cancel the policy, we will, in addition to the notice we mail to you, mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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POLICY NUMBER: 83 UEN QU3423

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Part D: 30

Name of Certificate Holder:

BLANKET AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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POLICY NUMBER: 83 AB QU3424

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Part D: 30

Name of Certificate Holder:

BLANKET AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RIGHTS OF RECOVERY (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY POLICY

The following condition is added to Section **VI – Conditions**:

Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional

Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

B. If this policy is cancelled by the Company, for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 10 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S) ON FILE WITH AGENT OF RECORD

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)

SECTION V- CONDITIONS is amended to include the following:

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S) ON FILE WITH AGENT OF RECORD

If this Policy is cancelled by us:

A. Other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or on file with us.

B. For nonpayment of premium, or by the first Named Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or on file with us.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or on file with us will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this Policy's term. Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or representatives.

All other terms and conditions remain unchanged.

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CONTRACTORS PROFESSIONAL PROTECTIVE INDEMNITY PLUS (CPPI+) COVERAGE FORM

CERTAIN COVERAGE PARTS IN THIS POLICY ARE CLAIMS MADE AND REPORTED COVERAGES AND HAVE DIFFERENT REPORTING REQUIREMENTS FROM OTHER COVERAGE PARTS OR SUPPLEMENTAL COVERAGES AVAILABLE UNDER THIS POLICY. PLEASE NOTE THAT PAYMENT OF CLAIM EXPENSE REDUCES THE LIMITS OF INSURANCE AVAILABLE. THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT THAN OTHER POLICIES PURCHASED BY THE INSURED. PLEASE READ THIS POLICY CAREFULLY INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Declarations to this Policy contain the Limits of Insurance, "policy period", "self-insured retentions", first Named Insured, and other items as applicable, all of which are part of this Policy.

Throughout this Policy, the words first Named Insured refer to the first Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII - DEFINITIONS.**

In consideration of, and subject to, the payment of the premium by the first Named Insured and in reliance upon the accuracy and completeness of the "application" and other supplemental materials, including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", which are incorporated herein by reference, and subject to all terms, exclusions and conditions of this policy, we agree as follows:

SECTION I - COVERAGES

Coverage is provided under the following Coverage Parts only if Limits of Insurance for the applicable Coverage Part are shown in the Declarations. These Coverage Parts are subject to **SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTIONS**.

COVERAGE A: CONTRACTORS PROFESSIONAL LIABILITY (CLAIMS MADE AND REPORTED COVERAGE PART)

1. Insuring Agreement

We will pay on behalf of the "insured" those sums of "professional loss" the "insured" becomes legally obligated to pay as the result of a "claim" caused by a "professional incident", and any related "claim expense", when:

a. The "professional incident" takes place on or after the "retroactive date" and before the end of the "policy period"; and

b. The "claim" is first made against the "insured" during the "policy period"; and

c. The "insured" notifies us of the "claim" in writing during the "policy period" or any applicable "extended reporting period".

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COVERAGE B: CONTRACTORS PROTECTIVE INDEMNITY (CLAIMS MADE AND REPORTED COVERAGE PART)

1. Insuring Agreement

We will indemnify an "insured" for "protective loss" in excess of any recoverable "design professional's insurance" as the result of a "protective incident" when:

a. The "protective incident" takes place on or after the "retroactive date" and before the end of the "policy period";
b. The "insured" first initiates a "protective indemnity claim" against the "design professional" arising out of such "protective incident" during the "policy period"; and
c. The "insured" notifies us of the "protective indemnity claim" in writing, during the "policy period" or any applicable "extended reporting period"; and
d. The "insured" has made all reasonable efforts, as determined by us, to recover all "protective loss" from the "design professional" and the "design professional's insurance".

COVERAGE C: PROFESSIONAL RECTIFICATION EXPENSE

1. Insuring Agreement

We will indemnify an "insured" for "rectification expense" incurred by the "insured" as the result of a "professional incident" when:

a. The "professional incident" is caused by "covered design services"; and
b. The "professional incident" takes place on or after the "retroactive date" and before the end of the "policy period"; and
c. The "rectification expense" begins during the "policy period" and is incurred in order to prevent or mitigate "professional loss" that would otherwise lead to coverage under **COVERAGE A: CONTRACTORS PROFESSIONAL LIABILITY** of this Policy; and
d. During the "policy period" and prior to incurring any "rectification expense", the "insured" provides notice to us in writing that:
    1. Identifies the "professional incident"; and
    2. Sets forth the "insured's" proposed plan to mitigate "professional loss" caused by the "professional incident", including documentation supporting the reasonableness and necessity of the "insured's" proposed plan; and
e. We approve all "rectification expense" in advance in writing; and
f. The "insured" notifies us in writing of all "rectification expense" immediately after such expense is incurred.

COVERAGE D: CONSTRUCTION JOB SITE POLLUTION

1. Insuring Agreement

We will pay on behalf of the "insured" those sums of "pollution damages" the "insured" becomes legally obligated to pay as the result of a "claim" for "pollution injury", and related "claim expense", when:

a. The "pollution injury" takes place during the "policy period"; and
b. The "pollution injury" results from a "pollution incident" caused by "covered operations" or "completed operations" at a "construction job site".

COVERAGE E: POLLUTION EMERGENCY MITIGATION EXPENSE

1. Insuring Agreement

We will indemnify an "insured" for "emergency mitigation expense" incurred by the "insured" as the result of a "pollution incident" when:

a. The "pollution incident" is caused by "covered operations" or "completed operations" at a "construction jobsite"; and
b. The "pollution incident" first commences during the "policy period"; and
c. The "insured" first discovers the "pollution incident" during the "policy period" and reports such "pollution incident" to us within ten (10) days of discovery; and

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d. The "insured" incurs "emergency mitigation expense" to prevent an imminent and substantial threat of "pollution injury", but only on an emergency basis and where delay on the part of an "insured" would cause "pollution injury" or would significantly increase the cost of responding to a "pollution incident" covered under this Policy; and

e. The "insured" notifies us in writing of all "emergency mitigation expense" immediately after the emergency ends.

For purposes of this Coverage Part, an emergency ends when there is no longer an imminent and substantial threat of "pollution injury" or twenty (20) days after the "pollution incident" first commences, whichever is sooner.

COVERAGE F: CONSTRUCTION RELATED TRANSPORTATION POLLUTION

1. Insuring Agreement

We will pay on behalf of the "insured" those sums of "pollution damages" the "insured" becomes legally obligated to pay as the result of a "claim" for "pollution injury", and related "claim expense", when:

a. The "pollution injury" takes place during the "policy period"; and

b. The "pollution injury" results from a "pollution incident" caused by "transportation" to or from a "construction jobsite" or to or from a "covered owned location".

COVERAGE G: NON-OWNED DISPOSAL SITE POLLUTION

1. Insuring Agreement

We will pay on behalf of the "insured" those sums of "pollution damages" the "insured" becomes legally obligated to pay as the result of a "claim" for "pollution injury", and related "claim expense", when:

a. The "pollution injury" takes place during the "policy period"; and

b. The "pollution injury" results from a "pollution incident" on, at, under or migrating from a "non-owned disposal site"; and

c. The "pollution incident" is caused by waste or materials that originate from a "covered owned location" or that were generated by "covered operations" at a "construction job site".

COVERAGE H: POLLUTION LEGAL LIABILITY – COVERED OWNED LOCATION (CLAIMS MADE AND REPORTED COVERAGE PART)

1. Insuring Agreement

We will pay on behalf of the "insured" those sums of "pollution damages" the "insured" becomes legally obligated to pay as the result of a "claim" for "pollution injury", and related "claim expense", when:

a. The "pollution injury" takes place during the "policy period"; and

b. The "pollution injury" results from a "pollution incident" on, at, under or migrating from a "covered owned location"; and

c. The "pollution incident" begins abruptly during the "policy period" and ends in its entirety within a period of ten (10) consecutive days. For purposes of this Coverage Part, a "pollution incident" ends when the discharge, dispersal, release, seepage, migration or escape of "pollutants" completely ceases; and

d. The "claim" is first made during the "policy period"; and

e. The "insured" notifies us of the "claim" in writing during the "policy period" or any applicable "extended reporting period".

SECTION II - SUPPLEMENTAL COVERAGES

Coverage is provided under the following Supplemental Coverages only if Limits of Insurance for the applicable Supplemental Coverage are shown in the Declarations. These Supplemental Coverages reduce the Policy Aggregate Limit of Insurance, but are not subject to a separate "self-insured retention" as set forth more fully in **SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTIONS.**

1. Supplemental Coverages Available in Connection with all Coverage Parts except COVERAGE B: CONTRACTORS PROTECTIVE INDEMNITY.

a. Litigation Attendance Expense

Upon written request by the first Named Insured, we will reimburse the first Named Insured's actual loss of earnings and reasonable expenses incurred due to an "insured's" attendance at a hearing, deposition, trial or administrative proceeding in the course of defending a "claim" covered under this Policy.

b. Subpoena Expense

Upon written request by the first Named Insured, we will retain counsel for an "insured" and pay such counsel's reasonable and necessary fees and expenses in defense of an "insured" regarding the production of documents and the preparation for and giving of testimony in response to a subpoena first served on an "insured" during the "policy period" and arising from a "professional incident" or "pollution incident" covered under this Policy.

c. Corporate Reputation Rehabilitation Expense

Upon written request by the first Named Insured, we will reimburse the first Named Insured for reasonable and necessary fees and expenses approved in advance by us in writing and charged by a public relations firm to restore an "insured's" corporate reputation that is damaged as a result of a "professional incident" or "pollution incident" covered under this Policy. Prior to approval, we have the right to require the public relations firm to have minimum professional certifications and qualifications in this field.

2. Additional Supplemental Coverages Available in Connection with COVERAGE A: CONTRACTORS PROFESSIONAL LIABILITY and COVERAGE C: PROFESSIONAL RECTIFICATION EXPENSE.

a. Disciplinary Proceedings Expense

Upon written request by the first Named Insured, we will retain legal counsel for an "insured" and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding brought against the "insured" as a result of a "professional incident" covered under this Policy. The term disciplinary proceedings as used in this Supplemental Coverage does not include regulatory or administrative actions brought by governmental agencies under the Americans with Disabilities Act of 1980 (ADA) or the Fair Housing Act (FHA).

b. ADA and FHA Proceedings Expense

Upon written request by the first Named Insured, we will retain legal counsel for an "insured" and pay such counsel's reasonable and necessary fees and expenses in defense of a regulatory or administrative action brought against the "insured" by governmental agencies under the Americans with Disabilities Act of 1980 (ADA) or the Fair Housing Act (FHA) as the result of a "professional incident" covered under this Policy.

SECTION III - EXCLUSIONS

The following exclusions apply to all Coverage Parts, Supplemental Coverages and any other coverage provided by endorsement to this Policy.

This insurance does not apply to any "pollution injury", "pollution damages", "emergency mitigation expense", "professional loss", "protective loss", "rectification expense", "claim expense", or expense under any Supplemental Coverage:

1. Pollution Incidents, Protective Incidents or Professional Incidents Communicated to Other Insurers

Arising out of any "claim", "protective indemnity claim", "pollution incident", "protective incident" or "professional incident" that was reported or communicated by any "insured" to any insurance company before the inception date of the "policy period" shown in the Declarations.

2. Prior Knowledge

Arising out of:

a. Any "claim", "protective indemnity claim", "pollution incident", "protective incident" or "professional incident" and related "claim expense" known by a "responsible person" before the inception date of the "policy period" shown in the Declarations; or

b. Facts, circumstances, or conditions known by a "responsible person" before the inception date of the "policy period" shown in the Declarations where a reasonable person would have foreseen that a "claim", "protective indemnity claim", "pollution incident", "protective incident" or "professional incident" and related "claim expense" would result, or "rectification expense" or "emergency mitigation expense" would be incurred.

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This exclusion does not apply to that portion of "pollution injury", "pollution damages", "emergency mitigation expense" or "claim expense" resulting from a "pollution incident" that existed prior to the "policy period" at a "construction jobsite" that is unintentionally exacerbated by the performance of "covered operations" during the "policy period".

3. Employer Liability and Workers Compensation

Arising out of “bodily injury” to the employee of the "insured" or the employee of a parent, subsidiary or affiliate of an "insured", or to the spouse, domestic partner, child, parent, brother or sister of such employee, arising out of and in the course of:

a. Employment by an "insured"; or

b. Performing duties related to the conduct of an "insured's" business.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by an "insured" through a written contract or agreement described in **SECTION III - EXCLUSIONS,** Paragraph **7.b.** of this Policy.

4. Employment-Related Practices

Arising out of any "employment-related practices", including but not limited to any "claims" alleging hostile work environment, violations of the Fair Labor Standards Act, the Davis-Bacon and Related Acts, the Service Contract Act, the Contract Work Hours and Safety Standards Act, the Family Medical Leave Act, or any prevailing wage acts, labor laws or similar statutes.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Discrimination

Arising out of any actual or alleged discrimination, humiliation, harassment or misconduct, including but not limited to that which is based on an individual’s race, religion, color, gender, sexual preference or orientation, national origin, age, disability, or marital status.

This exclusion does not apply to:

a. "Professional loss"; or

b. Expenses under **SECTION II – SUPPLEMENTAL COVERAGES,** Paragraph **2.b.**

6. Fiduciary Liability

Arising out of any involvement by an "insured" as:

a. An officer, director, partner, member, trustee, employer or employee of any business entity or organization, or any charitable organization, or any pension, welfare, profit sharing, mutual or investment fund or trust; or

b. A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto, or any other employee benefit plan.

7. Contractual Liability

Arising out of any liability assumed by an "insured" under any contract or agreement.

This exclusion does not apply to:

a. Liability the "insured" would have had in the absence of the contract or agreement; or

b. Solely with regard to **COVERAGE D: CONSTRUCTION JOB SITE POLLUTION**, **COVERAGE F: CONSTRUCTION RELATED TRANSPORTATION POLLUTION, AND COVERAGE G: NON-OWNED DISPOSAL SITE POLLUTION,** a written contract or written agreement signed by an "insured" prior to the date the "pollution incident" first commenced, whereby the "insured" assumes the liability of another resulting from a "pollution incident", provided the assumption of liability does not include liability caused by the sole negligence of the other party.

8. Warranty/Guarantee

Arising out of any express warranty or guarantee, except to the extent such liability would have attached by law in the absence of such express warranty or guarantee.

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9. Dishonesty, Fraud, Crimes

Arising out of the "insured's" dishonest, negligent or fraudulent misrepresentation; or criminal, malicious, intentional or knowing wrongful act, error or omission; or those misrepresentations, acts, errors or omissions of an inherently harmful nature. This includes any fraud, wrongful or inherently harmful act, error or omission, or inherently harmful misrepresentation by an "insured" concerning:

a. An "insured's" "covered professional services" or "covered operations";
b. "Design professional services" engaged or utilized by an "insured";
c. Any "claim" or "protective indemnity claim";
d. Any "professional incident", "protective incident" or "pollution incident"; or
e. Any "pollution damages", "emergency mitigation expense", "professional loss", "protective loss", "rectification expense" or "claim expense".

This exclusion does not apply to any other "insured" that did not commit, participate in, or have knowledge of such misrepresentation, act, error, or omission.

10. Intentional Non-Compliance

Arising out of any "pollution incident", "protective incident" or "professional incident", or "pollution damages", "emergency mitigation expense", "professional loss", "protective loss" or "rectification expense" arising therefrom, that results from any "responsible person's" intentional, knowing, willful, deliberate, or dishonest non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction by or on behalf of any governmental agent, representative or body.

This exclusion does not apply to any other "insured" that did not commit, participate in, or have knowledge of such intentional non-compliance.

11. Claims By Related Persons or Entities

Arising out of any "claim" made by an entity or individual against an "insured", or any "protective indemnity claim" made by an "insured" against a "design professional" when:

a. The entity or individual making the "claim", or the "design professional" against whom the "protective indemnity claim" is made, wholly or partially owns, operates or manages the "insured"; or
b. The "insured" has a direct or indirect ownership interest of forty-nine percent (49%) or more in the entity or individual making the "claim", or the "design professional" against whom the "protective indemnity claim"; or
c. The "insured" controls, manages, or operates the entity or individual making the "claim", or the "design professional" against whom the "protective indemnity claim" is made; or
d. The entity or individual making the "claim", or the "design professional" against whom the "protective indemnity claim" is made, shares at least forty-nine percent (49%) common ownership with the "insured".

12. Claims Between Insureds

Arising out of any "claim" or "protective indemnity claim" made by an "insured" against any other "insured".

This exclusion does not apply to a "claim" made against an "insured" by an "additional insured" resulting from "covered operations" or "completed operations" at a "construction jobsite", "transportation" to or from a "construction jobsite", or disposal of waste or materials generated at a "construction jobsite" performed by an "insured" or by those acting on behalf of an "insured".

13. Hostile Acts

Arising out of war, terrorism, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority. This exclusion does not apply to "certified acts of terrorism".

14. Nuclear Material

Arising out of any "nuclear material" or hazardous properties thereof, including but not limited to any harmful, deleterious, radioactive, toxic or explosive properties of or from "nuclear materials".
This exclusion does not apply to "low-level radioactive waste".

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15. Faulty Workmanship

Arising out of any repair or replacement of incorrectly performed, defective or faulty work, or faulty workmanship, assembly, construction, fabrication, installation, or remediation, if such work, workmanship, construction, fabrication, installation, or remediation was performed in whole or part by any "insured".

This exclusion does not apply to:

a. "Emergency mitigation expense" or "remediation costs" at a "construction jobsite";
b. "Professional loss";
c. "Protective loss"; or
d. "Rectification expense".

16. Product Liability

Arising out of any goods, materials or products that are designed, manufactured, sold, handled, distributed, altered or repaired and/or supplied by or on behalf of an "insured", or "design professional" or by others under license or trade name of an "insured" or "design professional", including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect to such goods, materials or products.

This exclusion does not apply to:

a. Goods, materials or products while they remain within the legal boundaries of a "covered owned location"; or
b. Solely in connection with **COVERAGE D: CONSTRUCTION JOBSITE POLLUTION**, goods, materials or products installed, fabricated or repaired during the course of "covered operations" at a "construction jobsite" when such goods, materials, or products cause a "pollution incident"; or
c. Computer software or programs developed by an "insured" in connection with "covered professional services" or "design professional services" for a specific project or customer and that are not available for general sale or distribution to the public.

17. Property/Bailee Liability

To any property owned, leased or operated by, or in the care, custody, or control of an "insured".

This exclusion does not apply to:

a. "Property damage" to personal property that is owned, leased or operated by an "insured" in connection with "covered operations" performed at a "construction jobsite" or "covered professional services", when such "property damage" results from an attempt to avoid or mitigate "professional loss", "protective loss", "pollution injury" or "pollution damages" covered under this Policy, and is approved in advance by us in writing; or
b. "Additional insureds" property; or
c. The real property upon which a "construction job site" is located; or
d. The real property upon which a "covered owned location" is located.

18. Expected or Intended

Arising out of any "pollution incident", "protective incident" or "professional incident" that is or was expected or intended from the standpoint of an "insured".

This exclusion does not apply to an "insured" that did not commit, participate in, or have knowledge of such expected or intended "pollution incident", "protective incident" or "professional incident".

The following additional exclusion applies to **COVERAGE A: CONTRACTORS PROFESSIONAL LIABILITY, COVERAGE B: CONTRACTORS PROTECTIVE INDEMNITY,** and **COVERAGE C: PROFESSIONAL RECTIFICATION EXPENSE.**

This insurance does not apply to any "professional loss", "protective loss", "rectification expense", "claim expense", or expense under any Supplemental Coverage:

19. Construction Contractor Operations

Arising out of "bodily injury" or "property damage" resulting from any services within construction means, methods, techniques, sequences, or procedures employed by an "insured", or actual construction, erection or

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fabrication performed by an "insured", in connection with the "insured's" operations in the "insured's" capacity as a construction contractor.

The following additional exclusions apply to **COVERAGE B: CONTRACTORS PROTECTIVE INDEMNITY.**

This insurance does not apply to:

20. Cost or Expense for "Protective Indemnity Claims"

Any attorney's fees or other cost or expense incurred by an "insured" associated in any way with initiating, prosecuting or resolving a "protective indemnity claim".

21. Procedural Default

Any "protective loss" arising out of a "design professional's" failure to plead, answer, respond to discovery, or other procedural default in connection with a "protective indemnity claim."

This exclusion does not apply to the amount of "protective loss" to which we agree in advance in writing that the "insured" would have been entitled to recover from the "design professional" had the procedural default not taken place.

The following additional exclusions apply to **COVERAGE D: CONSTRUCTION JOB SITE POLLUTION; COVERAGE E: POLLUTION EMERGENCY MITIGATION EXPENSE; COVERAGE F: CONSTRUCTION RELATED TRANSPORTATION POLLUTION; COVERAGE G: NON-OWNED DISPOSAL SITE POLLUTION; AND COVERAGE H: POLLUTION LEGAL LIABILITY – COVERED OWNED LOCATION.**

This insurance does not apply to any "pollution injury", "pollution damages", "emergency mitigation expense", "claim expense", expense under any Supplemental Coverage, or any other loss, damage or injury:

22. Transportation

Arising out of any "transportation" or the ownership, use, operation, maintenance, loading and unloading of any "auto", aircraft, watercraft, rolling stock, vessel or any other form of "transportation", including any cargo, waste, contaminants, "pollutants", or other materials carried thereby, beyond the boundaries of a "construction jobsite" or beyond the boundaries of a "covered owned location".

This exclusion does not apply to "transportation" when a Limit of Insurance for **COVERAGE F: CONSTRUCTION RELATED TRANSPORTATION POLLUTION** is shown in the Declarations.

23. Disposal

That takes place after final delivery or arises out of the disposal or abandonment of cargo, waste, contaminants, "pollutants", or other materials or substances.

This exclusion does not apply to a "non-owned disposal site" when a Limit of Insurance for **COVERAGE G: NON-OWNED DISPOSAL SITE POLLUTION** is shown in the Declarations.

The following additional exclusions apply to **COVERAGE H: POLLUTION LEGAL LIABILITY – COVERED OWNED LOCATION.**

This insurance does not apply to any "pollution injury", "pollution damages", "claim expense", expense under any Supplemental Coverage, or any other loss, damage or injury:

24. Underground Storage Tank at a Covered Owned Location

Arising out of, caused by, or related to any "underground storage tank" at or on a "covered owned location".

This exclusion does not apply to an "underground storage tank":

a. That is closed, abandoned in place, or removed, in accordance with all applicable federal, state, or provincial regulations, prior to the inception of the "policy period"; or

b. The existence of which is unknown by all "responsible persons" prior to the inception of the "policy period"; or

c. That is located in an underground area, such as a basement, mine shaft or tunnel, when situated above the surface of the floor.

25. Asbestos Hazard at a Covered Owned Location

a. Arising out of or relating to, in whole or in part, any "asbestos hazard" at a "covered owned location", including any "pollution injury", "pollution damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any "claim" alleging actual or threatened injury or damage of

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any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or arising out of any request, demand, order or statutory or regulatory requirement that an "insured" or others:

1. Identify, abate, test for, sample, monitor, clean up, remove, cover, encapsulate, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of an "asbestos hazard"; or
2. As a result of an "asbestos hazard", repair, replace or improve any property; or

b. Arising out of any "claim" or "suit" for "pollution injury" or "pollution damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

This exclusion does not apply to "property damage" or "remediation costs" of any "asbestos hazard" in soil or any watercourse or body of water, including groundwater.

26. Lead-Based Paint at a Covered Owned Location

Arising out of any lead-based paint in, on, or applied to any building or other structure at a "covered owned location".

This exclusion does not apply to lead-based paint in soil or in any watercourse or body of water, including groundwater.

27. New Pollution Conditions at Divested Locations

Arising out of any "pollution incident" on, at, under or migrating from a "covered owned location" if the "pollution incident" first begins after such "covered owned location" is sold, given away, divested or abandoned by the "insured", or condemned.

28. Difference in Use at a Covered Owned Location

Arising out of any difference in the use of or operations performed at a "covered owned location" from the use or operations disclosed to us in writing prior to the date the "covered owned location" became insured by this Policy when such difference increases the likelihood, severity, or potential severity of a "pollution incident" or "claim".

SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTIONS

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations or any endorsements to this Policy and the rules below fix the most we will pay regardless of the number of:

a. "Insureds";
b. "Covered owned locations";
c. "Construction job site";
d. "Covered operations";
e. "Completed operations";
f. "Pollution incidents";
g. "Pollution injuries";
h. "Covered professional services";
i. "Professional incidents";
j. "Protective incidents";
k. "Claims" made or "suits" brought;
l. "Protective indemnity claims" made or brought;
m. Persons or organizations making "claims", "protective indemnity claims" or bringing "suits"; or
n. "Additional insureds".

2. Related Incidents

For purposes of this Policy:

a. The same or related or repeated or continuous "pollution incident" at any one "construction job site" or at any one "covered owned location" shall be deemed to be a single "pollution incident" regardless of the

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length of time the "pollution incident" continues or any intervening cause or incident that exacerbates the existing "pollution incident"; and

b. All "professional loss", "protective loss" or "rectification expense" resulting from the same or related "covered professional services", or the same or related "design professional services", or any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies, or causes, shall be deemed to result from a single "professional incident" or "protective incident", regardless of the number of "claims", "protective indemnity claims" or requests for "rectification expense" that are made, or any intervening cause or incident that exacerbates or increases such "professional loss", "protective loss" or "rectification expense".

3. Policy Aggregate Limit of Insurance

The Policy Aggregate Limit of Insurance is the most we will pay under this Policy for the sum of all "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, any expense under any Supplemental Coverage, and any amounts paid for other coverage afforded under this Policy by endorsement. The Policy Aggregate Limit of Insurance is reduced by our payment of "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, any expense under any Supplemental Coverage, and any amounts paid for other coverage afforded under this Policy by endorsement. The most we will pay under this Policy shall not exceed the Policy Aggregate Limit of Liability plus any applicable Claim Expense Extension Limit(s).

4. Coverage Part Aggregate Limit of Insurance

Subject to **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraph **3. Policy Aggregate Limit of Insurance** above, the Coverage Part Aggregate Limit of Insurance is the most we will pay under each respective Coverage Part for the sum of all "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, and any amounts paid for other coverage afforded under the Coverage Part by endorsement. The Coverage Part Aggregate Limit of Insurance is reduced by our payment of "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, and any amounts paid for other coverage afforded under the applicable Coverage Part by endorsement. The most we will pay under any one Coverage Part shall not exceed the Coverage Part Aggregate Limit of Insurance applicable to that Coverage Part plus any applicable Claim Expense Extension Limit(s).

5. Each Pollution Incident Limit of Insurance

Subject to **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraphs **3. Policy Aggregate Limit of Insurance** and **4. Coverage Part Aggregate Limit of Insurance** above, the Each Pollution Incident Limit of Insurance is the most we will pay for the sum of all "pollution damages", "emergency mitigation expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, and any amounts paid for other coverage provided by endorsement to this Policy, arising out of a "pollution incident". The Each Pollution Incident Limit of Insurance is reduced by our payment of "pollution damages", "emergency mitigation expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, and any amounts paid for other coverage provided by endorsement to this Policy arising out of a "pollution incident". The most we will pay arising out of a "pollution incident" shall not exceed the Each Pollution Incident Limit of Insurance applicable to that particular Coverage Part plus any applicable Claim Expense Extension Limit.

6. Each Professional Incident Limit of Insurance

Subject to **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraphs **3. Policy Aggregate Limit of Insurance** and **4. Coverage Part Aggregate Limit of Insurance** above, the Each Professional Incident Limit of Insurance is the most we will pay for the sum of all "professional loss", "rectification expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, and any amounts paid for other coverage provided by endorsement to this Policy arising out of a "professional incident". The Each Professional Incident Limit of Insurance is reduced by our payment of all "professional loss", "rectification expense", "claim expense" in excess of any applicable Claim Expense Extension Limit, and any amounts paid for other coverage provided by endorsement to this Policy arising out of a "professional incident". The most

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we will pay arising out of a "professional incident" shall not exceed the Each Professional Incident Limit of Insurance applicable to that particular Coverage Part plus any applicable Claim Expense Extension Limit.

7. **Each Protective Incident Limit of Insurance**

   Subject to **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraphs **3. Policy Aggregate Limit of Insurance** and **4. Coverage Part Aggregate Limit of Insurance** above, the Each Protective Incident Limit of Insurance is the most we will pay for the sum of all "protective loss", and any amounts paid for other coverage provided by endorsement to this Policy arising out of a "protective incident". The Each Protective Incident Limit of Insurance is reduced by our payment of all "protective loss" and any amounts paid for other coverage provided by endorsement to this Policy arising out of a "protective incident". The most we will pay arising out of a "protective incident" shall not exceed the Each Protective Incident Limit of Insurance.

8. **Claim Expense Extension Limit**

   The Claim Expense Extension Limit is an additional limit applicable to each "pollution incident" or "professional incident" covered under a Coverage Part to this Policy in which we agree to pay "claim expense", that shall be used solely and exclusively for the payment of "claim expense". When a "pollution incident" or "professional incident" is covered under this Policy pursuant to a Coverage Part in which we agree to pay "claim expense", the applicable Claim Expense Extension Limit shown in the Declarations, if any, will apply and become available solely for the payment of "claim expense". The "insured" shall not seek or be entitled to use any portion of the Claim Expense Extension Limit for indemnity under this Policy. Payment of "claim expense" shall reduce the Claim Expense Extension Limit.

   Payment of "claim expense" under a Claim Expense Extension Limit does not reduce any other Limit of Insurance applicable to the "pollution incident" or "professional incident" under this Policy. However, when the applicable Claim Expense Extension Limit has been exhausted, any further payment of "claim expense" in connection with that "pollution incident" or "professional incident" shall reduce all other applicable Limits of Insurance.

   Payment of "claim expense" under one or more Claim Expense Extension Limits within one Coverage Part shall not exceed 30% of the Coverage Part Aggregate Limit of Insurance. When payment of "claim expense" under one or more Claim Expense Extension Limits within one Coverage Part equals 30% of the Coverage Part Aggregate Limit of Insurance, the Claim Expense Extension Limits applicable to that Coverage Part immediately become null and void for all "pollution incidents" or "professional incidents" under that Coverage Part. Any additional "claim expense" paid under that Coverage Part for any "pollution incident" or "professional incident" shall reduce all applicable Limits of Insurance.

   Payment of "claim expense" under all Claim Expense Extension Limits under this Policy shall not exceed 30% of the Policy Aggregate Limit of Insurance. When payment of "claim expense" under one or more Claim Expense Extension Limits under this Policy equals 30% of the Policy Aggregate Limit of Insurance, the Claim Expense Extension Limits available under this Policy immediately become null and void for all "pollution incidents" or "professional incidents" under this Policy. Any additional "claim expense" paid under this Policy for any "pollution incident" or "professional incident" shall reduce all applicable Limits of Insurance.

   In the event that other any Limit of Insurance applicable to a "professional incident" or "pollution incident" is exhausted, any amount of Claim Expense Extension Limit still remaining for that "professional incident" or "pollution incident" becomes immediately null and void. The Claim Expense Extension Limit does not extend, modify, alter or change our obligations to defend a "claim" as set forth in **SECTION V- CONDITIONS**.

   This additional Claim Expense Extension Limit is subject to **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraph **12. Self-Insured Retentions**.

9. **Supplemental Coverages Limits of Insurance**

   Subject to **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraphs **3. Policy Aggregate Limit of Insurance** and **4. Coverage Part Aggregate Limit of Insurance** above, the Litigation Attendance Expense Limit, Subpoena Expense Limit, Corporate Rehabilitation Expense Limit, Disciplinary Proceeding Expense Limit, and ADA and FHA Proceedings Expense Limit is the most we will pay for the sum of all expenses paid under each Supplemental Coverage, respectively. Payment of expense under any Supplemental Coverage reduces the Policy Aggregate Limit of Insurance.

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10. When Two or More Coverage Parts Apply

If a "pollution incident", "protective incident" or "professional incident", or any combination thereof, results in coverage under more than one Coverage Part of this Policy, only:

a. The single highest Coverage Part Aggregate Limit; and

b. The single highest Claim Expense Extension Limit, if any; and

c. The single highest Each Pollution Incident Limit or Each Protective Incident or Each Professional Incident Limit;

shall apply to that "pollution incident", "protective incident", "professional incident", or any combination thereof.

Notwithstanding anything to the contrary in this Policy or any other policy issued by us, under no circumstances will more than one Coverage Part Aggregate Limit of Insurance, Claim Expense Extension Limit if any, or Each Pollution Incident Limit of Insurance, Each Protective Incident Limit of Insurance or Each Professional Incident Limit of Insurance apply to any "professional incident", "protective incident", "pollution incident", or any combination thereof, under this Policy.

11. Insurance Under Multiple Policies Issued By Us

a. Pollution

Notwithstanding anything to the contrary in this Policy or any other policy issued by us, under no circumstances will more than one policy issued by us apply to any "claim" that:

1. Arises out of the same, related, repeated, or continuous "pollution incident"; or

2. Arises out of "pollution injury" that takes place or continues through more than one policy period of two or more policies (including this Policy) issued by us.

The only policy issued by us that will respond to a "claim" as described in **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraphs **11.a.1.** and **11.a.2.** is the policy in effect when the "pollution injury" first commenced, if any.

If the date the "pollution injury" first commenced is prior to the beginning of the policy term of the first policy issued by us, then such "pollution injury" shall be deemed to have taken place entirely prior to the "policy period" and this Policy shall not respond.

If the date the "pollution injury" first commenced cannot be determined, then such "pollution injury" shall be deemed to have taken place only on the first day of the policy term of the first policy issued by us.

This **SECTION IV. LIMITS OF INSURANCE AND SELF INSURED RETENTIONS,** Paragraph **11.a.** applies only when covered "pollution injury" takes place during the term of more than one policy issued by us. Nothing set forth herein modifies, alters or changes coverage an "insured" may have under policies issued by insurance companies other than us or the conditions set forth in **SECTION V - CONDITIONS** Paragraph **18. Other Insurance** of this Policy.

Nothing set forth herein shall prejudice or preclude us or the "insured" from recovering or obtaining reimbursement, contribution, or other recovery of any kind for a "claim", "pollution injury", "pollution incident" or "pollution damages" from insurance issued by companies other than us.

b. Professional and Protective

Notwithstanding anything to the contrary in this Policy or any other policy issued by us, under no circumstances will more than one policy issued by us apply to any "claim", "protective indemnity claim" or "rectification expense" that:

1. Arises out of the same, related, repeated, or continuous "professional incident" or "protective incident"; or

2. Arises out of "professional loss", "protective loss" or "rectification expense" that takes place or continues through more than one policy period of two or more policies (including this Policy) issued by us.

The only policy issued by us that will respond to "professional loss", "protective loss", "rectification expense", or a "claim" or "protective indemnity claim" as described in **SECTION IV - LIMITS AND SELF-INSURED RETENTIONS,** Paragraphs **11.b.1.** and **11.b.2,** is the policy in effect on the date when first "claim", "protective indemnity claim" or request for "rectification expense" arising out of a single "professional incident" or "protective incident" is made.

This **SECTION IV. LIMITS OF INSURANCE AND SELF INSURED RETENTIONS,** Paragraph **11.b.** applies only when covered "professional loss", "protective loss" or "rectification expense" takes place

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during the term of more than one policy issued by us. Nothing set forth herein modifies, alters or changes coverage an "insured" may have under policies issued by insurance companies other than us or the conditions set forth in **SECTION V - CONDITIONS** Paragraph **18., Other Insurance** of this Policy.

Nothing set forth herein shall prejudice or preclude us or the "insured" from recovering or obtaining reimbursement, contribution, or other recovery of any kind for a "claim", "protective indemnity claim", or "rectification expense" from insurance issued by companies other than us.

12. Self-Insured Retentions

a. Our liability and obligation to pay "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", "claim expense", or amounts for any other coverage afforded under this Policy by endorsement attaches when the applicable "self-insured retention" has been exhausted through payment(s) made in legal currency for "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", or "claim expense". The applicable "self-insured retentions" are shown in the Declarations or on an endorsement to this Policy. This provision does not apply to any Supplemental Coverage.

b. The "self-insured retention" applies separately to each "pollution incident", "protective incident" or "professional incident". The applicable "self-insured retention" may vary by Coverage Part.

c. The Claim Expense Extension Limit is subject to the "self-insured retention" otherwise applicable to the "pollution incident" or "professional incident". No separate "self-insured retention" applies to the Claim Expense Extension Limit.

d. If a "pollution incident", "protective incident", "professional incident", or combination thereof, results in coverage under more than one Coverage Part or coverage provided by endorsement to this Policy, only the single highest "self-insured retention" shall apply to that "pollution incident", "protective incident" or "professional incident", or combination thereof.

e. The first Named Insured is responsible for payment of all "self-insured retentions". In the event that we pay any portion of "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", or "claim expense" within an applicable "self-insured retention", the first Named Insured shall immediately reimburse us for such amounts paid. The "self-insured retention" shall not be insured without an endorsement to this Policy reflecting our consent. The first Named Insured's obligation to pay or reimburse any applicable "self-insured retention" shall not be reduced by:

1. The payment of any deductible amount, any participation of an "insured" or any amount retained by an "insured" under any other policy of insurance for any related or unrelated "claim", "protective indemnity claim", "professional incident", "protective incident", "pollution injury", "pollution incident", or any insurance in place before or after the "policy period"; or

2. Any payment made on an "insured's" behalf by another, including any payment from any other applicable insurance or "design professional insurance"; or

3. Any "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense", or "claim expense" not covered under this Policy.

We shall have no obligation or duty to defend any "insured" or "additional insured" unless and until the applicable "self-insured retention" is paid by the first Named Insured or paid by us and immediately reimbursed by the first Named Insured upon our request.

SECTION V - CONDITIONS

1. Discovery Clause (CLAIMS MADE AND REPORTED COVERAGES)

SECTION V – CONDITIONS, Paragraph **1. Discovery Clause** applies to any Coverage Part or endorsement to this Policy issued on a Claims Made and Reported basis.

If during the "policy period" or any applicable "extended reporting period", an "insured" first becomes aware of a "pollution incident", "protective incident" or "professional incident" and during the "policy period" or any applicable "extended reporting period" gives written notice to us of the:

a. "Professional incident", "protective incident", or "pollution incident", and

b. "Professional loss", "protective loss", "pollution injury", or "pollution damages" that resulted or may result from such "professional incident", "protective incident" or "pollution incident", and

c. Circumstances under which such "insured" first became aware of such "professional incident", "protective incident" or "pollution incident";

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then any "claim" resulting from such "professional incident" or "pollution incident", or "protective indemnity claim" resulting from such "protective incident", will be deemed for the purposes of this insurance to have been made on the date on which written notice was given to us.

2. Reporting Clauses

Reporting should be sent to us at the reporting address provided with this Policy. As a condition precedent to coverage hereunder:

a. The "insured" must provide a copy of any "claim" or "protective indemnity claim", if in writing, and specify in its report to us: the name(s) and address(es) of the "insured" reporting the "claim" or "protective indemnity claim", the person(s) or entity(ies) making the "claim" or "protective indemnity claim" and the person(s) or entity(ies) against whom the "claim" or "protective indemnity claim" is made; when the "claim" or "protective indemnity claim" was made; the "professional incident", "protective incident" or "pollution incident" that is the subject of the "claim"; and any other relevant facts or allegations known to the "insured".

b. Additional Reporting Provisions for Claims Made and Reported Coverages

For any "claim" under a Coverage Part or endorsement to this Policy issued on a Claims Made and Reported basis, the "insured" must report the "claim" to us in writing as soon as practicable and during the "policy period" or any applicable "extended reporting period".

c. Additional Reporting Provisions for COVERAGE E: POLLUTION EMERGENCY MITIGATION EXPENSE

The "insured" must report the "pollution incident" giving rise to any "emergency mitigation expense" to us orally or in writing as soon as practicable but in no event later than ten (10) days of discovery of the "pollution incident".

d. Additional Reporting Provisions for COVERAGE C: PROFESSIONAL RECTIFICATION EXPENSE

The "insured" must report the "professional incident" giving rise to "rectification expense" to us in writing as soon as practicable and before the end of the "policy period".

e. Additional Reporting Provisions for Other Coverage Parts and Supplemental Coverages

The "insured" must report the "claim" to us orally or in writing as soon as practicable.

3. Defense of Claim

Subject to **SECTION IV - LIMITS OF INSURANCE AND SELF-INSURED RETENTIONS**:

a. We will have the right and duty to defend any "claim" to which this insurance applies, even if the allegations of the "claim" are groundless or false.

b. We will have the right, but not the duty, to defend any "claim" within an applicable "self-insured retention", regardless of whether the "pollution damages", "professional loss", or "claim expense" arising from such "claim" will or will not exceed the applicable "self-insured retention. If we determine that such "claim" is not or would not be covered under the terms of this Policy, we will not be obligated to defend or continue to defend such "claim".

c. We will have the right to control the defense of any "claim" set forth in **SECTION V-CONDITIONS,** Paragraphs **3.a.,** and **3.b.** to the extent we exercise our right to defend, with counsel of our mutual agreement. If the "insured" and we cannot mutually agree on defense counsel, then we will have the final right to select defense counsel. Counsel selected by us will have the sole right and responsibility for defending such "claim". Notwithstanding the foregoing, in the event an "insured" is entitled to independent counsel pursuant to applicable state law, the rates and all other litigation expenses charged to or paid by us will be limited to the same rates and all other litigation expenses we would pay to counsel we retain in the ordinary course of business in the defense of similar "claims" in the community where the "claim" arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications and maintain adequate errors and omissions insurance coverage. The "insured" agrees to require its independent counsel to provide us with information concerning the "claim" in a timely manner, to respond to our requests for information concerning the "claim", and to comply with our reporting and billing guidelines.

d. We may, where allowable by law, appoint one counsel to defend all the "insureds" under this Policy on a joint defense basis.

e. All fees, expenses or costs paid in defense of any "claim", including fees, expenses or costs related to separate or independent counsel, shall be paid as "claim expense".

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f. Once any applicable Limit of Insurance has been exhausted, we will not be obligated to defend or continue to defend any "claim". However, this **SECTION V – CONDITIONS,** Paragraph **3.f.** does not apply when an applicable Claim Expense Extension Limit has been exhausted.

4. Settlement of Claim

The "insured" will not admit liability for or settle any "claim" without our prior written consent. If we recommend a monetary settlement of a "claim" that is acceptable to the claimant:

a. For an amount within the "self-insured retention" and the "insured" refuses to settle for such recommended amount, we will not be liable for any "pollution damages", "professional loss" or "claim expense" in excess of the "self-insured retention".

b. For a total amount in excess of the "self-insured retention" and within the applicable Limits of Insurance, and the "insured" refuses to settle for such recommended amount, then our duty to defend the "insured" in connection with a "claim" shall immediately cease and the "insured" shall thereafter negotiate or defend such "claim" independently of us; and our liability shall not exceed the amount for which the "claim" could have been settled if the "insured" accepted such settlement recommendation plus "claim expense" incurred up to the date of such refusal.

5. Monitoring of Protective Indemnity Claims

We will have the right to monitor any "protective indemnity claim" covered under this Policy with counsel selected by us and at our own cost.

6. Assistance and Duties of an Insured

a. An "insured" must:

1. Provide authorization to us to obtain records and other information;

2. Assist us in the enforcement of any right against any person or organization which may be liable to an "insured" for "professional loss", "protective loss", "rectification expense", "pollution injury", "pollution damages", "emergency mitigation expense", or "claim expense" to which this insurance may also apply;

3. Permit us to question the "insured" or any "responsible person" under oath at such times as may be reasonably required about any matter relating to this insurance, including books and records;

4. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim", "pollution injury", "pollution incident", "professional incident" or "protective incident"; and

5. Cooperate with us in the investigation, settlement, or defense of any "claim".

6. Cooperate with us in the monitoring of any "protective indemnity claim".

b. In connection with **COVERAGE C: PROFESSIONAL RECTIFICATION EXPENSE AND COVERAGE E: POLLUTION EMERGENCY MITIGATION EXPENSE**, an "insured" must also provide us with written receipts of any "emergency mitigation expense" or "rectification expense" incurred.

c. In connection with **COVERAGE B: CONTRACTOR'S PROTECTIVE INDEMNITY**, an "insured":

1. Shall require that each "design professional" evidence professional liability insurance; and

2. Shall not accept any limitation of liability from a "design professional" without our express written consent, except when the limitation equals the limits of insurance the "insured" requires the "design professional" to procure or maintain as "design professional insurance".

7. Voluntary Payments

No cost, charges, fees or expense shall be incurred nor payments made, obligations assumed or any "remediation costs" or "rectification expense" incurred by or on behalf of any "insured" other than an "additional insured" without our consent, which will not be unreasonably withheld. This provision does not apply to **COVERAGE E: POLLUTION EMERGENCY MITIGATION EXPENSE**.

8. Cancellation and Non-Renewal

a. The Policy may be cancelled by the first Named Insured by mailing to us written notice stating the date that the cancellation will be effective. The mailing of such notice must be sent certified mail, return receipt

requested. The effective date and time of cancellation stated in the written notice will be the end of the "policy period".

b. In event of cancellation by the first Named Insured, return premium shall be computed in accordance with the customary short rate table after applying the minimum earned premium shown in the Declarations, which shall be retained. If a "claim" or "protective indemnity claim" is made, or a "professional incident", "protective incident" "pollution injury" or "pollution incident" takes place for which coverage is sought under this Policy, the total Policy premium shall be considered fully earned by us and will not be returned upon cancellation.

c. This Policy may be cancelled by us by mailing written notice of cancellation to the first Named Insured at the address shown in the Declarations not less than ninety (90) days (or ten (10) days for non-payment of premium) before the effective date of the cancellation. The mailing of such notice shall be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice will be the end of the "policy period". The Policy is subject to cancellation for the following reasons:

1. Non-payment of premium; or

2. As set forth in **SECTION V: CONDITIONS**, Paragraph **10. Undisclosed Material Risk**.

d. This Policy may be non-renewed by us by mailing written notice of non-renewal to the first Named Insured at the address shown in the Declarations not less than ninety (90) days before the effective date of the non-renewal. The mailing of such notice shall be sufficient proof of notice of non-renewal.

9. Representations

By accepting this Policy, all "insureds" agree that:

a. We have relied on the representations in the "application" and any other supplemental materials and information submitted to us in connection with the "application" or the Policy; and

b. Such representations are material to the acceptance of the risk or the hazard assumed by us under this insurance; and

c. This Policy is issued in reliance upon the truth of such, and all such representations are the basis of coverage under this Policy.

10. Undisclosed Material Risk

We may modify, amend or delete any of the terms and conditions of this Policy including charging additional premium or cancelling, rescinding or voiding this Policy if we discover any material risk, hazard or condition that was not previously disclosed in the "application" or other supplemental materials, or which deviates from the information disclosed in the "application" or other supplemental materials. In the event that we elect to cancel, rescind or void this Policy, this insurance in its entirety will be of no effect whatsoever and will be deemed to be a single unitary contract for all "insureds", and not a severable contract of insurance or a series of individual insurance contracts with respect to each "insured".

11. Subrogation

In the event of any payment under this Policy, an "insured" will execute and deliver all requested instruments and papers to us and take whatever other actions are reasonably necessary and requested by us to exercise our rights of subrogation. An "insured" will do nothing to waive or prejudice our rights of subrogation. We will have priority over an "insured" in allocation of any recovery, and any amounts recovered in excess of our total payment and our cost of recovery will be paid to the "insured". The Policy Aggregate Limit of Insurance will be reinstated by the amount recovered by us, less our cost of recovery. Solely with regard to **COVERAGE D: CONSTRUCTION JOB SITE POLLUTION; COVERAGE F: CONSTRUCTION RELATED TRANSPORTATION POLLUTION;** and **COVERAGE G: NON-OWNED DISPOSAL SITE POLLUTION**, we waive our rights of subrogation under this Policy to the extent such a waiver is required by written contract or written agreement executed by an "insured" prior to a "claim" or "pollution incident".

12. Action Against the Company

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a "suit" asking for "professional loss", "protective loss", "rectification expense", "pollution damages", "emergency mitigation expense" "claim expense", or any other injury, loss or expense from an "insured"; or

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b. To sue us on this Policy, unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an "agreed settlement" or on a final judgment against an "insured"; but we will not be liable for "professional loss", "protective loss", "pollution damages", "rectification expense", "pollution damages", "emergency mitigation expense" or "claim expense" that is not payable under the terms of this Policy or that is in excess of the applicable Limits of Insurance provided in **SECTION IV – LIMITS OF INSURANCE and SELF INSURED RETENTIONS** and shown in the Declarations or on an endorsement to this Policy.

13. Bankruptcy of an "Insured"

Bankruptcy or insolvency of an "insured" or an "insured's" estate will not relieve us of our obligations under this Policy.

14. Authorization Clause

Except as otherwise expressly provided in this policy, the first Named Insured will be the sole agent of and will act on behalf of "insureds" for all purposes as to the Policy, including but not limited to the payment or reimbursement of any applicable "self-insured retention", payment or return of premium, receipt and acceptance of any endorsement issued to this Policy, providing and receiving notice of cancellation, termination, or non-renewal, making any change to the Policy, and the exercise or declining to exercise any right under this Policy, including the purchase of any Coverage Parts available under this Policy or any supplemental "extended reporting period" available for Coverage Parts provided on a Claims Made and Reported basis.

15. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction or by statute and cannot be modified to be enforceable, that provision will immediately become null and void leaving the remainder of this Policy in full force and effect.

16. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of the Policy.

17. Separation of Insureds

Except with respect to **SECTION II - EXCLUSIONS**, Paragraph **12. Claims Between Insureds**; **SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION; SECTION V –CONDITIONS,** Paragraph **10. Undisclosed Material Risk,** and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each "insured" were the only "insured"; and

b. Separately to each "insured" against whom a "claim" is made.

18. Other Insurance

a. This insurance is excess over all applicable "self-insured retentions" and all other insurance available to an "insured" regardless of the type of such other insurance, and whether such other insurance is primary, pro rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference to this Policy's number in such excess policy's schedule of underlying insurance.

b. Notwithstanding **SECTION V - CONDITIONS**, Paragraph **18.a.** above, this insurance is excess over any "design professional's insurance" whether such other insurance is primary, contributory, excess, contingent, self-insured or otherwise, and regardless of whether such "design professional's insurance" is written specifically excess of this Policy by reference to this Policy's number in such excess policy's schedule of underlying insurance.

c. The coverage afforded under this Policy for an "additional insured" is primary to any other insurance available to such "additional insured" when required by written contract or written agreement between the "insured" and the "additional insured" executed prior to a "claim" or "pollution incident" involving such "additional insured". However, to the extent that the "additional insured" is named as an additional insured on another insurance policy that also provides primary coverage, we shall share with that other insurance as follows:

1. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
2. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. An "insured" must submit all "claims", "professional incidents", "protective incidents", "pollution incidents" and "pollution injuries" for defense and indemnity to any other applicable or potentially applicable insurance. When any other insurance has a duty to defend a "claim", we will have no duty to pay "claim expense". If no such other insurance defends the "claim" and we have an obligation to pay "claim expense" under this insurance, we will have the right to control the defense of an "insured" with counsel of our mutual agreement as set forth in **SECTION V – CONDITIONS,** Paragraph **3. Defense of Claim.**

19. Additional Insureds (Applicable to Coverage Parts D, F and G Only)

This Policy extends coverage to "additional insureds" under **COVERAGE D - CONSTRUCTION JOB SITE POLLUTION, COVERAGE F – CONSTRUCTION RELATED TRANSPORTATION POLLUTION,** and **COVERAGE G – NON-OWNED DISPOSAL SITE POLLUTION.** Coverage for "additional insureds" is extended:

a. Only when a Limit of Insurance for such Coverage Part is shown in the Declarations; and

b. With respect to the "additional insured's" liability resulting solely from "covered operations" or "completed operations" at a "construction jobsite", "transportation" to or from a "construction jobsite", or disposal of waste or materials generated at a "construction jobsite" performed by an "insured" or by those acting on behalf of an "insured" other than the "additional insured"; and

c. Only for the period of time required by the written contract or written agreement, or written permit or written license, between the "insured" and "additional insured".

Coverage for "additional insureds" shall not exceed the lesser of the applicable Limit of Insurance available under this Policy or the Limit of Insurance required by written contract or written agreement, or written permit or written license, between the "insured" and the "additional insured."

If coverage under this Policy is extended to an "additional insured" under this **SECTION V - CONDITIONS,** Paragraph **19.,** subject to all limitations set forth herein, the "additional insured" will be deemed an "insured" under this Policy.

SECTION VI – EXTENDED REPORTING PERIODS (CLAIMS MADE AND REPORTED COVERAGES)

This Section applies to any Coverage Part or endorsement to this Policy issued on a Claims Made and Reported basis.

1. Basic Extended Reporting Period

We will provide a basic "extended reporting period", as described below, if:

a. This Policy is canceled or not renewed by us for any reason other than nonpayment of premium, fraud or misrepresentation; or

b. We renew or replace this Policy with insurance that does not apply to "claims", "protective indemnity claims", "professional incidents", "pollution incidents" or "pollution injury" that would be covered under this Policy.

c. Subject to **SECTION VI – EXTENDED REPORTING PERIODS,** Paragraphs **1a.** and **1b.** above, a basic "extended reporting period" is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for 90 days.

The basic "extended reporting period" does not apply to "claims", "protective indemnity claims", "professional incidents", or "pollution incidents" that are covered under any subsequent insurance providing coverage to an "insured", or that would be covered by the subsequent insurance, except for exhaustion of limits.

2. Supplemental Extended Reporting Period

We will provide a supplemental "extended reporting period" at the written request of the first Named Insured made no later than 60 days after the end of the "policy period." The supplemental "extended reporting period" will be provided by endorsement to this Policy for an additional premium charge. The endorsement shall set forth all terms and conditions applicable to the supplemental "extended reporting period".

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The supplemental "extended reporting period" begins when the "policy period" ends and runs concurrently with the basic "extended reporting period". The supplemental "extended reporting period" will not go into effect unless the first Named Insured pays the additional premium promptly when due. The additional premium for the supplemental "extended reporting period" will be calculated as a percentage of the annual premium for this policy as follows:

a. 100% of the annual premium for twelve (12) months;

b. 150% for twenty-four (24) months; or

c. 200% for thirty-six (36) months.

Any monies received for payment for the supplemental "extended reporting period" will first be applied to the premium owed for the Policy itself.

The entire additional premium for any supplemental "extended reporting period" shall be deemed fully earned at the commencement of such supplemental "extended reporting period". In the event the first Named Insured terminates the supplemental "extended reporting period" before its term for any reason, we shall not be obligated to return any portion of the additional premium.

3. Additional Conditions for Extended Reporting Periods

The basic and supplemental "extended reporting periods" apply only to extend the period of time that a "claim" or a "protective indemnity claim", may be reported under this Policy, and do not extend the "policy period" or broaden the scope of coverage provided by this Policy. The basic or supplemental "extended reporting periods" do not reinstate or increase any Limits of Insurance available under this Policy.

SECTION VII - DEFINITIONS

Words stated in the singular will be construed as applying in the plural and vice versa. For purposes of this Policy:

1. "Additional insured" means the person, organization, or entity that hires the "insured" directly and through a written contract or written agreement, or written permit or written license, to perform "covered operations" and for whom the "insured" renders such services, when the "insured" has agreed in a written contract or written agreement to provide additional insured coverage under this Policy to such individual or entity, provided that the "pollution incident" first commences subsequent to the execution of the contract or agreement.

2. "Additional named insured" means any person, organization, or entity identified as an "additional named insured" in an endorsement to this Policy and subject to the terms and conditions of that endorsement.

3. "Agreed settlement" means a settlement and release of liability signed by us, an "insured" or a legal representative thereof, and the claimant or the claimant's legal representative.

4. "Application" means the application for this Policy, including any materials or information submitted therewith or made available to us during the underwriting process. In addition, "application" includes any warranty, representation, or other statement provided to us by or on behalf of any "insured" in connection with this Policy or any other policy or series of policies issued by us for which this Policy is a renewal or replacement.

5. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form

6. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

7. "Bodily injury" means physical injury, sickness or disease sustained by a person, including death resulting therefrom, or mental anguish sustained by any person, or medical monitoring but only when such medical monitoring is a direct result of physical injury.

8. "Carrier" means a person or entity who transports material by "auto", aircraft, watercraft or rolling stock, but only if such person or entity is properly licensed to transport such material.

9. "Certified acts of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Terrorism Risk Insurance Act (TRIA), to be act of terrorism under TRIA.

10. "Claim" means a demand or notice or assertion of a legal right alleging liability or responsibility on the part of an "insured" arising out of an actual or alleged "pollution incident" or "professional incident" including but not

limited to a "suit", petition, demand for arbitration, demand for mediation, or governmental or regulatory action commenced against any "insured".

"Claim" does not include a "protective indemnity claim", any request for information, or costs or expenses under any Supplemental Coverage.

11. "Claim expense" means all reasonable and necessary fees, costs, and expenses incurred in the investigation, adjustment, defense and appeal of a "claim", if incurred by us, by counsel retained by us including separate or independent counsel, or by an "insured" with our prior written consent. Such amounts may include premiums on appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.

"Claim expense" does not include our salaries or the salaries of the "insured's" management or personnel, or the fees of independent adjusters. Amounts paid for settlement or resolution of a "claim" or to satisfy any contractual or legal fee-shifting obligation is not "claim expense". "Claim expense" does not include expense associated with "protective indemnity claims", or any "emergency mitigation expense" or "rectification expense".

12. "Completed operations" means "covered operations" that are completed. "Completed operations" do not include any "covered operations" that have not been completed or have otherwise been abandoned. "Covered operations" will be considered completed at the earliest of the following times:

- **a.** When all of the "covered operations" called for in the "insured's" contract have been completed.
- **b.** When all of the "insured's" "covered operations" to be performed at the "construction job site" has been completed, if the "insured's" contract calls for "covered operations" at more than one "construction job site".
- **c.** When that portion of the "insured's" "covered operations" done at a "construction job site" has been put to its intended use by any person or entity other than another contractor or subcontractor working on the same "construction job site".

13. "Construction job site" means:

- **a.** The location where an "insured" is conducting "covered operations" or has conducted "completed operations" for a construction project; or
- **b.** Any location that is rented leased or occupied (but not owned) by an "insured" and used on a temporary basis by an "insured" in connection with conducting "covered operations" for a construction project.

"Construction job site" does not include a "covered owned location"; "non-owned disposal site"; or any premises, site or location that is or ever was owned or operated, or rented, leased, used or occupied by any "insured" or by a partnership, joint venture, or LLC in which any "insured" has participated, regardless of whether that premises, site or location was sold, given away, no longer used or abandoned, except as provided in **SECTION VII – DEFINITIONS,** Paragraph **13.b.** above.

14. "Covered design services" means design, design assist, engineering or value engineering performed in the United States or Canada by an "insured".

15. "Covered operations" means those activities shown in the Declarations that are performed in the United States or Canada by or on behalf of an "insured".

16. "Covered owned location" means any location shown in the Declarations or on an endorsement to this Policy as a "covered owned location".

17. "Covered professional services" means those activities shown in the Declarations that are performed in the United States or Canada by an "insured" or by others for which an "insured" is legally liable. "Covered professional services" include "covered design services".

18. "Design professional" means those licensed, certified or otherwise legally qualified individuals or entities, including subcontractors or sub-consultants at any tier, retained by an "insured" to perform "design professional services".

19. "Design professional services" means services that:

- **a.** Are performed in the United States or Canada by the "design professional" or by others for which the "design professional" is legally liable; and
- **b.** The "design professional" agreed to perform pursuant to a written contract with an "insured"; and
- **c.** Are covered by the "design professional's insurance"; and

d. Consist of architecture; engineering; interior design or space planning services; sprinkler design; fire protection design; life safety design; security system design; landscaping design; surveying; quantity surveying; material testing; economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; contract administration in the course of design services, light use, acoustical or signage design; software design for the purpose of operating or maintaining any building system; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a construction project.

20. "Design professional's insurance" means all insurance policies which insure a "design professional" for liability arising out of those services set forth in **SECTION VII – DEFINITONS,** Paragraph **19.d.** above.

21. "Emergency mitigation expense" means necessary and reasonable expenses incurred by an "insured" to abate, remove, or remediate a "pollution incident" on an immediate basis.

22. "Employment-related practices" means:

a. Refusal to employ a person;

b. Termination of a person's employment; or

c. Employment or workplace practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

23. "Environmental damage" means physical injury to land, air, atmosphere, water, watercourse, body of water, or groundwater resulting in "remediation costs".

24. "Environmental law" means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to a "pollution incident".

25. "Environmental professional" means an individual designated by us who is certified or licensed in a recognized field of environmental science as required by a state board, or a professional association.

26. "Extended reporting period" means the basic extended reporting period and the supplemental extended reporting period set forth in **Section VI – EXTENDED REPORTING PERIODS,** Paragraphs **1.** and **2**.

27. "Green building materials" means building products or materials that are recognized by The Leadership in Energy and Environmental Design ("LEED") or Energy Star as being environmentally preferable or sustainable, or providing enhanced energy efficiency.

28. "Insured" means:

a. The first Named Insured shown in the Declarations;

b. Any "additional named insured" added to this Policy by endorsement;

c. Any present or former partner, director, officer, manager, or member of the first Named Insured solely while acting within the scope of his/her duties as such;

d. An "insured's" current or former employees including temporary and leased workers under the "insured's" supervision, but only for the acts within the scope of their employment or lease agreement; or

e. Any joint venture that is not as the first Named Insured or an "additional named insured" on this Policy, in which the first Named Insured or an "additional named insured" is named as a co-venturer, but solely with regard to the "insured's" liability arising out of its "covered professional services", "covered operations" or "completed operations" provided under such joint venture; or

f. Any person or entity that is specifically identified as an "insured" in the Declarations or by endorsement to this Policy; or

g. Any entity in which the first Named Insured has a direct ownership interest of 50% or more, or has sole management control over as of the inception date of this Policy; or

h. An "additional insured" only when **Section V - CONDITIONS,** Paragraph **19. Additional Insureds** applies.

29. "Low-level radioactive waste" means waste as defined in Title 10 Code of Federal Regulations, Part 61.2; and/or material regulated by the United State Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in Title 10 Code of Federal Regulations, part 33. 11.

30. "Microbial matter" means:

a. Fungi or any form of fungus, including but not limited to mold, mildew, and yeast;

b. Bacteria; or

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c. Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, produced from or resulting from **a.** or **b.** above.

31. "Natural resource damage" means assessment of, physical injury to, destruction of, or resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et seq.), any state, local, or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

32. "Non-owned disposal site" means a location used for the treatment, storage or disposal of waste or materials generated by "covered operations" at a "construction jobsite" or that originate from a "covered owned location" that:

a. Was not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent, or any superfund or hazardous waste list, prior to the treatment, storage or disposal of such waste or materials; and

b. Is not or was not at any time owned, leased, managed or operated by an "insured", or any subsidiary or affiliate of an "insured", or any partnership, joint venture, or LLC in which any "insured" has participated; and

c. Was permitted and/or licensed by any Federal, State, Local or Provincial authorities to accept such waste or materials as of the date of the treatment, storage or disposal of such waste or materials.

"Non-owned disposal site" does not include a "construction jobsite" or a "covered owned location."

33. "Nuclear material" means source material, special nuclear material or by-product material, as these terms or any similar terms are defined by the Atomic Energy Act of 1954 or in any law amendatory thereof.

34. "Policy period" means the period shown in the Declarations. However, if this Policy is cancelled, the "policy period" ends at the effective date and time of cancellation.

35. "Pollutants" means any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including but not limited to smoke, vapor, soot, odor, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, legionella, electromagnetic fields, "microbial matter", "low-level radioactive waste", methamphetamines, asbestos, lead, silica and waste materials. Waste materials include medical, infectious and pathological wastes. Silt and sediment will be considered "pollutants" only when such silt or sediment migrates or seeps onto other land, or any watercourse or body of water, including groundwater, from a "construction job site" or "covered owned location".

36. "Pollution damages" means any of the following resulting from a "pollution incident":

a. Compensatory sums and prejudgment interest; or

b. "Remediation costs"; or

c. Punitive, exemplary or multiplied damages, to the extent insurable by law; or

d. Civil fines and penalties assessed against the "insured" or against a third party for which the "insured" is legally liable, to the extent such civil fines and penalties are insurable by law.

37. "Pollution incident" means any one or more of the following:

a. The discharge, dispersal, release, seepage, migration or escape of "pollutants" into or upon land, or structures thereupon, air, atmosphere, water or any watercourse or body of water, including groundwater; or

b. The illicit abandonment, of "pollutants" at a "covered owned location" or "construction jobsite", provided that such abandonment was committed by a person or entity other than an "insured" and without the knowledge of a "responsible person"; or

c. The existence of "microbial matter" on, at or within buildings or structures.

38. "Pollution injury" means:

a. "Bodily injury"; or

b. "Property damage"; or

c. "Environmental damage"; or

d. "Natural resource damage";

caused by a "pollution incident".

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39. "Professional incident" means a negligent act, error or omission in the performance or non-performance of "covered professional services" by an "insured", or by others for which the "insured" is legally liable.

40. "Professional loss" means any of the following resulting from a "professional incident":

a. A final monetary judgment, final monetary arbitration award or monetary settlement of compensatory damages; or

b. Punitive, exemplary or multiplied damages, to the extent insurable by law; or

c. Civil fines and penalties assessed against the "insured" or against others for which the "insured" is legally liable, to the extent such civil fines and penalties are insurable by law; or

d. Liquidated damages, but only to the extent that the "insured" would be legally liable for such liquidated damages in the absence of a contract or agreement.

"Professional loss" does not include injunctive or equitable relief; or any return, withdrawal or reduction of the "insured's" professional fees; or the time and expense incurred by an "insured" in addressing or resolving an actual or potential "claim".

41. "Property damage" means:

a. Physical injury to or destruction of tangible property including all resulting loss of use; or

b. Loss of use of tangible property that is not physically injured; or

c. Diminished value of tangible property owned by parties other than an "insured".

42. "Protective incident" means a negligent act, error or omission in the performance or non-performance of "design professional services" by a "design professional".

43. "Protective indemnity claim" means a written demand made, or lawsuit or other formal proceeding commenced, by an "insured" against a "design professional" alleging liability or responsibility of the "design professional" arising out of a "protective incident". "Protective indemnity claim" does not include a demand, lawsuit, or other formal proceeding for non-monetary or injunctive relief.

44. "Protective loss" means a final monetary judgment, final monetary arbitration award, or monetary settlement of compensatory damages to which we agree in advance in writing, that an "insured" is legally entitled to recover from a "design professional" as the result of a "protective incident" that causes direct harm to the "insured". However, "protective loss" does not include any attorney's fees or other litigation costs or expenses awarded to an "insured" in connection with a "protective indemnity claim".

45. "Rectification expense" means the necessary and reasonable expenses incurred by an "insured" to prevent or mitigate "professional loss" or to rectify a "professional incident" resulting from "covered design services" covered under this Policy.

"Rectification expense" does not include the "insured's" profit, overhead, labor cost or mark-up, or any betterment to a project or addition to the scope of work, or any delay damages, cost over-runs, lost profits, liquidated damages, loss of use or other consequential damages.

46. "Remediation costs" means those reasonable and necessary costs the "insured" becomes legally obligated to pay as the result of "pollution injury" caused by a "pollution incident", for the assessment, clean-up, containment and neutralization of "pollutants". "Remediation costs" must be approved by us in writing before being incurred by or on behalf of any "insured" other than an "additional insured'. "Remediation costs" also include the reasonable and necessary costs and expenses associated with:

a. The disposal of "pollutants"; and

b. Monitoring of a "pollution incident" or site at or near where a "pollution incident" covered under this Policy takes place, to the extent required by "environmental laws" or specifically mandated by court order, the government or any political subdivision of the United States of America (including its territories and possessions), Puerto Rico and Canada, or to the extent recommended by an "environmental professional"; and

c. Restoring, repairing, or replacing damaged real or personal property after accounting for depreciation of such real or personal property and the increased cost, if any, to restore, repair or replace real or personal property using "green building materials".

47. "Responsible person" means any officer, director or partner of an "insured"; any risk manager, manager, foreman or supervisor of an "insured" responsible for health or safety affairs or for environmental control or compliance; or any manager of a "covered owned location".

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48. "Retroactive date" means the date(s) shown in the Declarations for each applicable Coverage Part or shown in an endorsement to this Policy.

49. "Self-insured retention" means the amount that the first Named Insured must pay, or reimburse us for payment of, as "pollution damages", "emergency mitigation expense", "professional loss", "protective loss", "rectification expense" or "claim expense", "emergency mitigation expense" before coverage under this Policy applies.

50. "Suit" means a civil proceeding in which "professional loss", "pollution injury", "pollution damages" or "claim expense" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such "professional loss", "pollution injury", "pollution damages" or "claim expense" are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such "professional loss", "pollution injury", "pollution damages" or "claim expense" are claimed and to which the "insured" submits with our consent.

51. "Transportation" means the movement of cargo, waste, contaminants, "pollutants", or other materials or substances by an "auto", aircraft, rolling stock or watercraft by a "carrier", including the loading or unloading onto or from the "auto", aircraft, rolling stock or watercraft. "Transportation" does not include those activities that take place:

a. After the cargo, waste, contaminants, "pollutants", or other materials or substances have been unloaded from the "auto", aircraft, rolling stock or watercraft; or

b. After unloading, abandonment or final delivery of such cargo, waste, contaminants, "pollutants", or other materials or substances.

52. "Underground storage tank" means any stationary container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.

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Exhibit “F” (Part 1)

Preconstruction CM’s Qualifications

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MOBILITY HUB PRECONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

City of Coral Gables

RFQ NO. 2021-010 / MAY 10, 2021

/// BUILD A BETTER WAY.™

MDC Wolfson Campus Parking Garage // Miami, FL

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1214 S. Andrews Avenue, Suite 302
Ft. Lauderdale, FL 33316
P: 954.505.2080
F: 561.686.7774

May 10, 2021

Leonard Gonzalez
Senior Procurement Manager
City of Coral Gables
2800 SW 72nd Avenue
Miami, FL 33155

RE: MOBILITY HUB PRECONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES RFQ NO. 2021-010

Dear Mr. Gonzalez and Selection Committee,

On behalf of The Weitz Company, thank you for the opportunity to present our qualifications for the Coral Gables Mobility Hub project. We understand the importance of this project to the City of Coral Gables and want to be a part of the continued growth of your community. We understand that a successful project is not just about building; it is based on providing a service that is comprehensive and collaborative.

The items below differentiate us and highlight how we will be best suited for your project:

WE KNOW HOW TO WORK IN THE CITY OF CORAL GABLES

The Weitz Company recently completed the Coral Gables Public Safety Building and will soon deliver The Standard at Coral Gables, a new mixed-use luxury student housing facility. Our team members will bring familiarity working in your City! Weitz understands the complex process for permitting within the City including partnering with authorities having jurisdiction (AHJ) outside the City such as Miami-Dade County, WASD and DERM.

The Mobility Hub project located in the City Boundary District of Coral Gables will require additional partnering with local business owners and stakeholders to ensure business interruption does not occur. **Our team will work to minimize these impacts while constructing the Mobility Hub in your urban pedestrian friendly community.**

MUNICIPAL / PUBLIC SECTOR AGENCY EXPERTS

Our 43 years of local construction experience for public sector clients in South Florida (see list on page 28) gives us a unique perspective on how to best serve the City of Coral Gables. **Weitz Florida office has completed over 100 projects for public entities in Florida, including the City of Coral Gables.** Our relationships with statewide and local trade contractors on similar projects provides you with an invaluable alliance that will benefit you and the local community. Our proposed team will bring collective experience, lessons learned to your project, ensuring a successful, on-time completion.

PARKING GARAGE EXPERTS

The design and construction of parking garages is evolving due to the fast-changing pace of transportation and mobility technology. Weitz has the experience to bring these modern technologies to your Mobility Hub project so your facility will be adaptable for future trends. Weitz has built over 165 parking structures nationally and over 30 in the state of Florida. We will bring knowledge from these projects to assist in selecting the right structural system, coordination of the decorative building façade, and properly ventilating the structure. Weitz will also bring our experience with implementing modern technologies such as car-counting systems, electric vehicle charging systems, and modern parking payment systems. **Please see Section IV, Past Performance & References for our parking garage experience.**

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WEITZ

PREDICTABLE RESULTS

Weitz's approach and proven systems will yield a smooth pre-construction and design phase that will clearly define the project scope of work, optimize the project budget, establish an aggressive schedule and ultimately bring the City of Coral Gables vision to life for this project. Once we move into the construction phase, **our team will deliver on the expectations set forth during the preconstruction planning including being a good partner in the community and delivering a top quality project safely.**

PROVEN TEAM

The Weitz Company is proposing a proven team of exceptionally qualified and experienced personnel for the City of Coral Gables Mobility Hub project. The proposed team members will all bring parking structure experience as well as experience working in tight urban setting to your Mobility Hub project. This team has collectively worked on over 20 parking structure projects.

The team members below are committed to successfully building your state-of-the-art Mobility Hub Project, for people visiting, living, and working in Coral Gables. **The gold outline indicates that the individual has worked in the City of Coral Gables.**

Chuck Congdon, Project Executive - Chuck recently completed the Coral Gables Public Safety Building and is currently overseeing the The Standard at Coral Gables project. Chuck will be involved on your state-of-the-art Mobility Hub from day one to ensure the City of Coral Gables expectations are met!

Mark Brunski, Senior Project Manager - Mark was the Senior Project Manager on the Coral Gables Public Safety Building project. Mark will bring his familiarity working with the City of Coral Gables, experience working in tight urban settings and parking structure experience to your Mobility Hub project to ensure its success!

Larry Thompson, Senior Project Superintendent - Throughout his 39 year career with Weitz, Larry has constructed many projects in a tight urban settings including The Watergarden, The Kravis Center for the Performing Arts, and Florida Atlantic University Jupiter Campus Student Housing. He has extensive experience constructing parking garages including over 4,000 parking stalls!

Manny Riviera, Project Engineer - Manny has current relevant experience working on The Standard at Coral Gables, a 263,573 SF luxury student housing facility that includes a 163,537 SF Parking Garage with over 350 parking stalls. All of Manny's project experience has been in Miami Dade County.

Bill Wolfford, Chief Estimator - Bill's detailed approach to estimating projects, including the Coral Gables Public Safety Building, will provide you transparent insight to the project budget. His collaborative approach to budget development will ensure the entire team that the budget is complete, value is maximized and the right subcontractor team is in place to execute your project.

Our team's experience working on similar projects and recent experience working for the City of Coral Gables will benefit you by delivering a safe and top-quality facility on time. The Weitz Company truly appreciates the opportunity to propose on the Coral Gables Mobility Hub. We thank you in advance for your consideration of our qualifications and look forward to discussing our thoughts and approach to the project further with you.

Sincerely,

Dennis Gallagher
Executive Vice President

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SECTION 01
Required Documents

Coral Gables Public Safety Building

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Coral Gables Public Safety Building // Coral Gables, FL

PROJECT INFORMATION:	RFQ No. 2021-010 Mobility Hub Preconstruction & Construction Manager at Risk Services
FIRM:	The Weitz Company, LLC 1214 S. Andrews Ave., Suite 302 Fort Lauderdale, FL 33316
PHONE:	561.687.4832
CONTACT:	Dennis Gallagher Executive Vice President dennis.gallagher@weitz.com
RFQ DUE:	May 10, 2021 by 2pm

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PROPOSER'S ACKNOWLEDGMENT FORM

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFQ Title: MOBILITY HUB PRECONSTRUCTION AND CONSTRUCTION MANGER AT RISK SERVICES **RFQ No.: 2021-010** A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	**Electronic submittals must be received prior to 2:00 p.m., Monday, May 3, 2021 via PublicPurchase; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.** Contact: Name Leonard Gonzalez Title: Senior Procurement Manager Telephone:305-460-5115 Email: lgonzalez2@coralgables.com / contracts@coralgables.com

Proposer's Name: The Weitz Company, LLC	FEIN or SS Number: 42-1512625
Complete Mailing Address: 1214 S. Andrews Ave., Suite 302 Fort Lauderdale, FL 33316	Telephone No.: 561.239.1966 Cellular No.: N/A
Indicate type of organization below: Limited Liability Company Corporation: ___ Partnership: ___ Individual: ___ Other: X	Fax No.: 561.686.7774
Bid Bond / Security Bond (*if applicable*) N/A %	Email: dennis.gallagher@weitz.com

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFQ FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER AS NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFQ DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFQ DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RESPONSE IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFQ PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK,** ALL RFQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY CERTIFIES ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFQ FOR THE ABOVE PROPOSER.

Authorized Name and Signature	Title	Date
Dennis Gallagher	Executive Vice President	May 4, 2021

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SOLICITATION SUBMISSION CHECKLIST

SOLICITATION SUBMISSION CHECKLIST -REVISION #2

Request for Qualifications (RFQ) No.2021-010

COMPANY NAME: (Please Print): The Weitz Company, LLC
Phone: 561.239.1966 Email: dennis.gallagher@weitz.com

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

1) Title Page: Show the RFQ number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # 4
2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE # 5
3) Fill out, sign, and submit the Proposer's Acknowledgement Form. PAGE # 6
4) Fill out and submit the Solicitation Submission Check List. PAGE # 7
5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavits and Schedules A through H. PAGE # 10
6) Complete E-Verify Affidavit (Refer to Section 4.23) PAGE# 18
7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # 19

SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

(i)

1) Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies. PAGE # 24
2) Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. PAGE # 30
3) Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants. PAGE # 31
4) Proposer is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant. PAGE # 32

(ii) FOR KEY PERSONNEL

1) Provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used. PAGE # 33

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SOLICITATION SUBMISSION CHECKLIST (CONTINUED)

SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

1) Describe in detail, your approach and methodology to perform the services solicited herein., Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders. PAGE # 42

2) Provide the recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. Explain how this potential contract will fit into the Proposer's workload. PAGE # 46

   The detailed list should include at a minimum the following:

   a. The company/agency
   b. Dates of services
   c. Name/Contract # of the project
   d. Scope

3) Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community. PAGE # 50

4) Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget. PAGE # 52

5) Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement. PAGE # 59

6) Describe the Proposer's ability to work with other consultants designated by the City. PAGE # 61

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

1) Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Include an e-mail address for the "Point of Contact". **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** PAGE # 64

2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". P A G E # 70

   As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

   a. Name of the City Department for which the services are being performed,
   b. Scope/description of work,
   c. Awarded value of the contract/current value
   d. Effective dates and term of the contract
   e. City project manager's name and phone number,

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SOLICITATION SUBMISSION CHECKLIST (CONTINUED)

f. Statement of whether the Proposer was the prime contractor or subcontractor, and
g. Results of the project.

3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. PAGE # 71

a. Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (*See Affidavit D*). PAGE # 71

--NOTICE--

BEFORE SUBMITTING YOUR RFQ RESPONSE MAKE SURE YOU:

☑ 1. Carefully read and have a clear understanding of the RFQ, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

☑ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFQ.

☑ 3. **Prepare and submit ONE (1) ORIGINAL RESPONSE electronically via PublicPurchase**.

☑ 4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H

PROPOSER'S AFFIDAVIT

SOLICITATION: RFQ 2021-010 MOBILITY HUB PRE-CONSTRUCTION & CONSTRUCTION MANAGER AT RISK SERVICES

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response).* Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFQ response. It is to be filled in, executed by the Proposer and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

Authorized Name and Signature	Title	Date
Dennis Gallagher	Executive Vice President	May 4, 2021

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

STATE OF Florida

COUNTY OF Palm Beach

On this 4 day of May, 20 21, before me the undersigned Notary Public of the State of Florida, personally appeared Dennis Gallagher
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Irene M. Donner
NOTARY PUBLIC, STATE OF Florida

Notary Public State of Florida
Irene M Donner
My Commission HH 042622
Expires 09/15/2024

(Name of notary Public, Print, Stamp or Type as Commissioned.)

Notary Public State of Florida
Irene M Donner
My Commission HH 042622
Expires 09/15/2024

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the firm, hereby represented has:

a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Executive Vice President
(*Owner, Partner, Officer, Representative or Agent)*

of the Proposer that has submitted the attached response.

2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;

3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: N/A Relationship: _____

Name: N/A Relationship: _____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug- free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: The Weitz Company, LLC

Address: 1214 S. Andrews Ave., Suite 302 (Street) Fort Lauderdale (City) FL (State) 33316 (Zip Code)

Telephone No: 561.239.1966 Fax No: 561.686.7774 Email: dennis.gallagher@weitz.com

How many years has your company been in business under its present name? 166 Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue: N/A

Under what former names has your company operated? : N/A

At what address was that company located? N/A

Is your Company Certified? Yes X No If Yes, **ATTACH COPY** of Certification.

Is your Company Licensed? Yes X No ____ If Yes, **ATTACH COPY** of License

See Section II, "Company Background" for State of Florida corporate certification and professional services license

Has your company or its senior officers ever declared bankruptcy?

Yes ____ No X If yes, explain: ____

LEGAL INFORMATION:

Please identify each incident ***within the last five (5) years*** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ ***(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified)***:

The Weitz Company, LLC ("Weitz") is an ENR Top 400 contractor responsible for constructing many large construction projects throughout the United States. Despite its efforts to manage risk and avoid conflict, it is inevitable that disputes happen on large construction projects. In the last 5 years, Weitz has not been involved in any criminal or civil lawsuit in Florida that primarily concerns the provision of construction management services by Weitz. Weitz has, however, been party to civil lawsuits in Florida that concern construction by Weitz and if requested Weitz will provide additional detail regarding these suits. Weitz vigorously defends itself against frivolous lawsuits and does not believe that it is involved in any litigation that jeopardizes the financial strength of the company.

Has your company ever been debarred or suspended from doing business with any government entity?

Yes ___ No X If Yes, explain ____

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below applies.]**

   X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity subsequent to July 1, 1989.

   ____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

   [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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PROPOSER'S AFFIDAVIT WITH SCHEDULES A-H (CONTINUED)

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ, any associated addendum and Contract Documents within the contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. 1 Date April 13, 2021 Addendum No._____Date_____

Addendum No. 2 Date April 20, 2021 Addendum No._____Date_____

Addendum No._____Date_____ Addendum No._____Date_____

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

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E-VERIFY AFFIDAVIT

City of Coral Gables
Finance Department/Procurement Division

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

49795
Federal Work Authorization User Identification Number

August 14, 2007
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 4, 2021 in West Palm Beach (city), FL (state).

Signature of Authorized Officer or Agent

Dennis Gallagher, Executive Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 4 DAY OF May ,2021 .

NOTARY PUBLIC
My Commission Expires:
09. 15. 2024

Notary Public State of Florida
Irene M Donner
My Commission HH 042622
Expires 09/15/2024

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A 1 - Be regularly engaged in the business of providing these goods and/or services as described in the Request for Qualifications "Scope of Services" for a minimum of ten (10) years. In addition, Proposer shall provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State Division of Corporation.

MEETING YOUR MINIMUM QUALIFICATIONS

Over the past 43 years, our Florida operations have specialized in working for municipal clients utilizing the CM at Risk delivery method. **Over the past 5 years, Weitz Florida completed or began work on 55 projects using the Construction Manager at Risk Delivery method, representing a total construction value of $723.6 million.** Large or small, every project requires skillful project management, understanding of the client's needs, and a relentless focus on safety. Our extensive CM at Risk experience offers you peace of mind, knowing that the Mobility Hub project will run smoothly and exceed your expectations. See the table below for a sampling of Florida Parking Garage experience.

PARKING GARAGE PROJECTS					
PROJECT NAME & LOCATION	**PROPOSED STAFF INVOLVED**	**ON BUDGET**	**TIMELY DELIVERY**	**# OF CARS**	**PROJECT VALUE**
Kravis Center Valet Garage West Palm Beach, FL	Yes	☑	☑	278	$44.3 Million
MDC Wolfson Campus Parking Garage Miami, FL	Yes	☑	☑	597	$14.9 Million
PBC Parking Garage at Convention Center West Palm Beach, FL	Yes	☑	☑	2,650	$45.7 Million
Fourth District Court of Appeal, New Courthouse & Garage West Palm Beach, FL	Yes	☑	☑	334	$23.7 Million
Florida Power & Light Corporate Campus Palm Beach Gardens, FL	Yes	On Track	On Track	700	$143.9 Million
The Watergarden Fort Lauderdale, FL	Yes	☑	☑	509	$55.8 Million
The Metropolitan West Palm Beach, FL	Yes	☑	☑	206	$32.2 Million
Kravis Center Main Garage West Palm Beach, FL	Yes	☑	☑	1,230	$6.4 Million
Neiman Marcus Palm Beach, FL	Yes	☑	☑	220	$10 Million
Judicial Center Garage West Palm Beach, FL	Yes	☑	☑	600	$14 Million

*** Bold Text = Public Client**

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STATE OF FLORIDA CERTIFICATE OF STATUS

The Weitz Company, LLC
Document Number: M01000000102
Expiration Date: December 31, 2021

State of Florida
Department of State

I certify from the records of this office that THE WEITZ COMPANY, LLC is an Iowa limited liability company authorized to transact business in the State of Florida, qualified on January 16, 2001.

The document number of this limited liability company is M01000000102.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 5, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2021

Secretary of State

Tracking Number: 7291954753CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

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A 2 - Provide financial statements for each of the firms last two (2) complete fiscal years that will demonstrate the proposer has sufficient financial support, as specified in Section 1.12 to ensure that the Proposer can satisfactorily execute the Contract under the terms and conditions stated herein.

FINANCIAL STATEMENTS

Two hard copies of The Weitz Company, LLC's financial statements for the most recent two years were mailed to the City of Coral Gables Procurement Office located at 2800 SW 72nd Avenue Miami, FL 33155 in a sealed envelope on May 3, 2021 and were received by Leonard Gonzalez on May 4, 2021.

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A 3 - Be licensed as a Certified General Contractor in the State of Florida with the Department of Business & Professional Regulation.

STATE OF FLORIDA GENERAL CONTRACTOR LICENSE

The Weitz Company, LLC

License Number: CGC1509819

Expiration Date: August 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HENNINGS, GARY LYNN

THE WEITZ COMPANY LLC
1400 CENTREPARK BOULEVARD
SUITE 700
WEST PALM BEACH FL 33401

LICENSE NUMBER: CGC1509819

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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B 1 - The Proposer's Lead Project Manager must be a licensed Certified General Contractor in the State of Florida, with a minimum of ten (10) years of documented experience in the management of construction projects and served as Project Manager on similar projects; preferably for municipal/local government agencies. (2) The Proposer's Superintendent must have a minimum of ten (10) years of documented superintendence experience in the construction industry, providing the services outlined in this solicitation, preferably to municipal/local government agencies.

TEAM QUALIFICATIONS

MARK BRUNSKI
Senior Project Manager

YEARS OF EXPERIENCE
With Weitz: 4
In Industry: 26

EDUCATION
Bachelor of Science in Construction Engineering and Management, Purdue University

CERTIFICATIONS
OSHA 30-Hour Construction Safety Certified

CPR, First Aid & AED Certified

Pathogen Certification

CORAL GABLES NEW PUBLIC SAFETY BUILDING
The new Public Safety Building functions as the headquarters for the City's Police Department, Fire Department and Emergency Operations Center (EOC). At 116,000 SF, it houses a 911 call center/first responders' dispatch center, EOC Command and Operations, the City's Human Resources Department, and the City's IT Department. The project also includes a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Garage
- $52.2 Million
- Project Role: Senior Project Manager

BROWARD COUNTY JUDICIAL COMPLEX MIDRISE BUILDING RENOVATION
Weitz served as Broward County's Representative on the renovation of the Judicial Complex Midrise Building renovation. The project achieved LEED Gold certification.

- 64,000 SF Building
- $10.6 Million
- Project Role: Senior Project Manager

LARRY THOMPSON
Senior Project Superintendent

YEARS OF EXPERIENCE
With Weitz: 39
In Industry: 39

CERTIFICATIONS
OSHA 30-Hour Construction Safety Certified

CPR, First Aid & AED Certified

PBC PARKING GARAGE AT CONVENTION CENTER
This project is new construction of a nine level cast-in-place concrete parking garage on the existing surface parking lot of the Palm Beach County Convention Center in West Palm Beach, Florida. There is one parking level below grade and eight elevated deck levels with a total of 2,650 spaces.

- 944,140 SF Parking Garage
- $45.7 Million
- Project Role: Senior Project Superintendent

KRAVIS CENTER IMPROVEMENTS
This project featured the 10,655 SF expansion of the Dreyfoos Hall Lobby to elevate the experience of show-goers and also included the new 278-stall valet parking garage. Other features of the project included upgrades to the drop-off canopies, colorful water features and extensive landscape on the pedestrian-friendly plaza, and new signage plaza with lenticular 3D sign.

- 10,655 SF Expansion / 94,454 SF Garage
- $44.3 Million
- Project Role: Senior Project Superintendent

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SECTION 02

Experience and Qualifications

PBC Parking Garage at Convention Center

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(i) 1 - Provide a complete history and description of your company, including, but not limited to the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to effectively meet the City's needs, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector agencies

COMPANY BACKGROUND AND HISTORY

The Weitz Company is a leading national full-service general contractor, design-builder and construction manager. With more than 160 years of engineering and craftsmanship experience, our mission and mantra to **Build a Better Way** continues to be realized through our testament of integrity, commitment to safety, quality and performance.

In 1855, Charles Weitz founded his construction company in Des Moines on the basis of quality craftsmanship and a commitment to client satisfaction. In the 166 years since then, a lot has changed at The Weitz Company, but the ideals upon which our company was founded remains the same.

Today, Weitz is one of the nation's premier general contractors, operating its home office in Des Moines, Iowa and other offices in Arizona, California, Colorado, Florida, Guam, Hawaii, Kansas, Minnesota, Nebraska, Texas, Virginia, and Washington. According to the 2020 Engineering News-Record, Weitz is the 99th largest general building contractor in the country.

Weitz established its Florida operations in South Florida in 1978 and since then it has maintained continuous operations in Palm Beach, Broward, and Miami-Dade County since 2004. Since opening our Florida office 43 years ago, the business unit has completed over 500 diverse project types that have ranged in both size and complexity.

Though we have a strong national presence, Weitz has not lost its customer service oriented approach in local communities where our projects are located. We take pride in hiring local subcontractors to take part in building a legacy in the community. During preconstruction, our team will determine the best construction method to maximize employment opportunities for the local subcontractor market.

Our financial strength, longevity and stability through 166 years of economic cycles, along with our commitment to our Core Values, positions us as a leader in the construction industry with the ability to attract and retain quality personnel and maintain long-term repeat client relationships.

Guided by our purpose to Build a Better Way, we take the long-term perspective in every project. We have our sights set 10 years down the road and we work with that in mind today. We are committed to serving the City of Coral Gables for years to come.

Celebrating
166
years in business

Delivering
projects for
43
years in South Florida

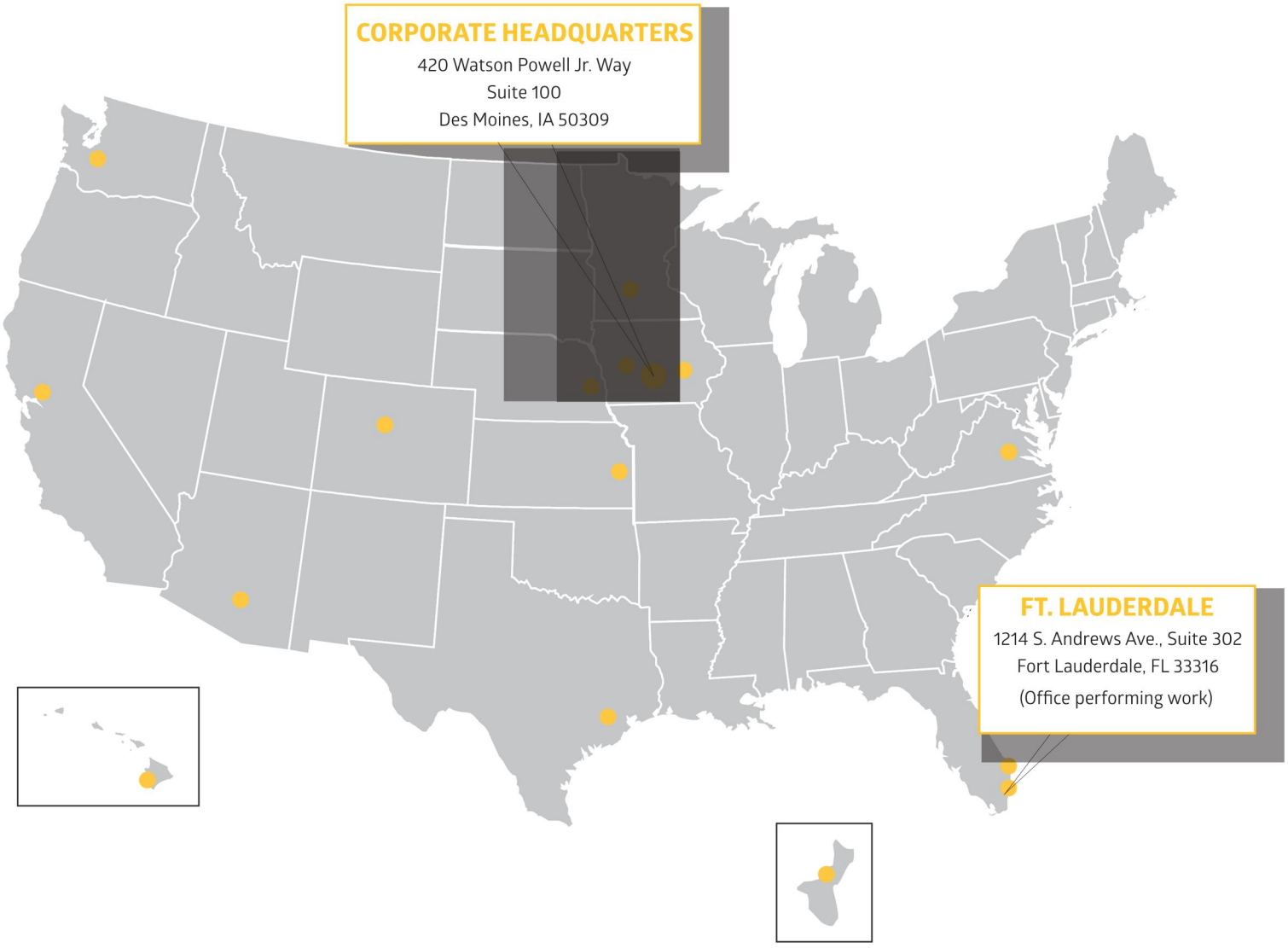
Employees
125 / 1,046
Weitz Employees
Florida / Nationwide

PBC Parking Garage at Convention Center

DocuSign Envelope ID: 5B9EED93-19AB-4F6A-8C3D-539D0F7BFAF8

LOCATION OF OFFICES

The Weitz Company is a national general contractor, design-builder and construction manager that serves all 50 U.S. states out of its sixteen office locations across the country. Though we have a strong national presence, we have not lost our customer service oriented approach to the local communities we serve. **We have maintained continuous operations in South Florida since 1978.**



Our nationwide resources and ability to draw on company-wide personnel expertise allows us to provide the City of Coral Gables with exceptional value.

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LETTER OF BONDING CAPACITY

The Weitz Company has received approval on bonds for individual projects in excess of $300,000,000 with a total bonding capacity of $2,000,000,000.

Alliant

May 6, 2021

City of Coral Gables, FL
Finance Department / Procurement Division
405 Biltmore Way
Coral Gables FL 33134

RE: The Weitz Company, LLC
RFQ No. 2021-010 – Mobility Hub Preconstruction & Construction Manager At Risk Services

To Whom It May Concern:

This letter will confirm that The Weitz Company, LLC ("Weitz") is a highly regarded and valued client of Alliant Insurance Services, Inc. and we are privileged to provide their surety bonds. Weitz's financial strength and management capabilities have qualified them to bond any project they have chosen to undertake. Weitz has received approval on bonds for individual projects in excess of $300,000,000 with a total bonding capacity of $2,000,000,000. However, this aggregate amount should not be considered a limit to their program.

Weitz has surety bond credit established with Travelers Casualty and Surety Company of America which is A.M. Best rated A++ (Superior) FSC XV, Berkshire Hathaway Specialty Insurance Company which is A.M. Best rated A++ (Superior) FCS XV and Zurich American Insurance Company which are A.M. Best rated A+ (Superior) FCS XV.

We understand that this project is valued at approximately $28,000,000. We anticipate no problem providing 100% Performance and Payment Bonds at the request of Weitz should it be awarded this contract. However, please be advised that the issuance of any final bonds will be subject to confirmation of appropriate project funding and the acceptable review of the construction contract and bond terms and conditions by Weitz and its sureties as well as normal underwriting considerations at the time the bonds are required.

The consideration to issue bonds on this project is solely a matter between Weitz and its surety and neither Weitz, nor its surety, assume any liability to third parties or to you by issuance of this letter.

Weitz has an excellent reputation in the construction industry and is ranked among the top builders in the United States with annual revenues that have exceeded $1.4 billion.

If you need further information concerning this fine contractor, please do not hesitate to contact me directly at (213) 443-2467.

Very Truly Yours,

Charlene K. Nakamura
Senior Vice President

Alliant Insurance Services, Inc. • 333 S. Hope Street • Ste 3750 • Los Angeles, CA 90071
Phone (213) 443-2440 • www.alliant.com • License No. 0C36861

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APPLICABLE LICENSES AND CERTIFICATIONS

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HENNINGS, GARY LYNN
THE WEITZ COMPANY LLC
1400 CENTREPARK BOULEVARD
SUITE 700
WEST PALM BEACH FL 33401

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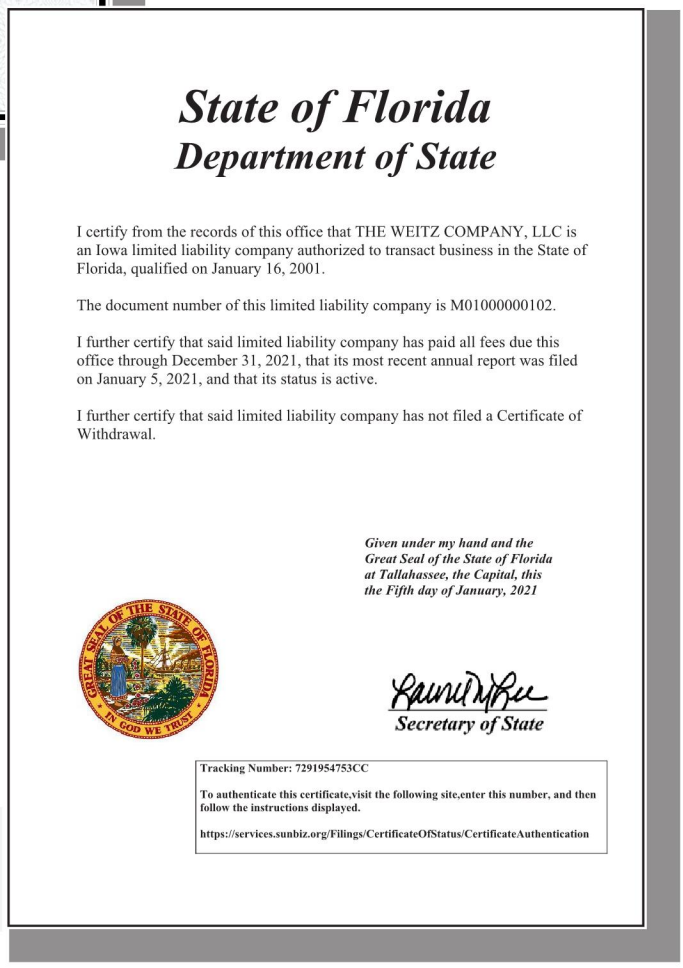
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA CGC LICENSE

License Number: CGC1509819
Expiration Date: August 31, 2022



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Secretary of State

Tracking Number: 7291954753CC

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STATE OF FLORIDA CERTIFICATE OF STATUS

#M01000000102
Expiration Date: December 31, 2021

DocuSign Envelope ID: 5B9EED93-19AB-4F6A-8C3D-539D0F7BFAF8

CAPABILITIES TO PERFORM REQUIRED SERVICE

Our **43 years** of local construction experience for public sector clients in South Florida (see chart on right) gives us a unique perspective on how to best serve the City of Coral Gables.

This experience will guide us in developing a detailed preconstruction plan for your project that acknowledges the message that "time is of the essence" in delivering this important public building. The Weitz Company has a long history of meeting project-specific time and budget requirements, and we would commit to just that under this contract.

The Weitz Company is proposing a proven team of exceptionally qualified and experienced personnel for the City of Coral Gables Mobility Hub project. **At Weitz, 90% of our Florida projects are delivered under the CM at Risk delivery method.** Our proposed team has successfully delivered CM at Risk projects on time and within budget for a variety of public sector agencies throughout South Florida.

WHAT TO EVALUATE IN PARKING GARAGES

Weitz has developed many useful preconstruction strategies that will help expedite the design and permitting of this project.

- **A collaborative approach** that includes stakeholders. We will discuss processes, efficiencies, access, site logistics, general layout and a preliminary budget
- **Cost estimates at each stage** of the design, presented to your team in a comprehensive report
- **Master project schedule** that illustrates the sequence and phasing of activities
- **A Bulldog Report** prepared for your team containing suggestions for reducing cost and schedule durations without taking away from the building's intended functionality
- **Constructibility Reviews** to ensure that what is designed can be built safely and efficiently. We pull together site logistics, owner constraints, and design intent to examine the mechanics of putting the project together

Relationships and processes established during the preconstruction phase would be carried forward uninterrupted to expedite the construction phase. The team will bring local construction experience to the preconstruction design, and execute it during the construction phase.

PUBLIC SECTOR CLIENTS IN FLORIDA	NUMBER OF PROJECTS
CITIES	
City of Boca Raton	2
City of Coral Gables	1
Ciy of Delray Beach	1
City of Fort Lauderdale	1
City of Fort Pierce	2
Town of Jupiter	3
City of Miramar	1
City of Miami Beach	1
City of Port St. Lucie	4
City of Riviera Beach	1
City of Sunny Isles Beach	3
City of West Palm Beach	6
Village of Wellington	2
COUNTIES	
Broward County	4
Palm Beach County	35
Palm Beach County Department of Airports	6
PUBLIC SCHOOLS	
Brevard County School District	1
School Board of Broward County	5
School District of Palm Beach County	19
COLLEGES / UNIVERSITIES	
Florida Atlantic University	2
Florida Institute of Technology	2
Miami Dade College	1
Palm Beach Atlantic University	5
Palm Beach State College	2
University of North Florida	1
STATE OF FLORIDA	
Department of Management Services (DMS)	1
OTHER PUBLIC AGENCIES	
Palm Beach County Solid Waste Authority	1
South Florida Water Management District	2
Sunshine Water Control District	1

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PROVEN TRACK RECORD OF PROVIDING THIS SCOPE OF SERVICES

In evaluating a firm's capabilities, it's helpful to hear from their clients and A/E partners. Here are 3 quotes from our municipal clients.

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE

"The Weitz Company had strict safety rules with an ALL IN mentality. With strict coordination between the subcontractors and Campus Administration, the team was able to complete the project on time, under budget and with the highest regard for student and faculty safety."

Monica Parga former Project Manager for Miami Dade College

FOURTH DISTRICT COURT OF APPEAL NEW COURTHOUSE & GARAGE

"Weitz produced a quality, durable structure that is both aesthetically pleasing and sustainably efficient. The project team delivered our new courthouse and parking garage by the promised delivery date through their share of adversity. The Weitz Company delivered a new courthouse that will last the State of Florida another 50 years and completed the project in a timely manner."

Daniel DiGiacomo, Marshal
State of Florida Fourth District Court of Appeal

SUNNY ISLES BEACH GOVERNMENT CENTER

"The Weitz Company performed up to and beyond the City's expectations while they were the CM at Risk for our new Government Center (4-story multi-use building including a 4-story parking garage). The City was able to occupy the building three months earlier than the contract completion date. Weitz ensured a smooth transition from the construction completion phase through owner training and final turnover. In fact, Weitz has stayed in contact with us after all their obligations were fulfilled to ensure that we remain satisfied with the performance of our building."

Clayton L. Parker, Building Official/Administrator
City of Sunny Isles Beach Building Department

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(i) 2 - Provide a statement detailing Proposer's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County.

FAMILIARITY WITH PERMITTING AGENCIES AND PROCEDURES

Weitz has completed projects all throughout Miami Dade County, most recently completing two projects in the City of Coral Gables. The Standard at Coral Gables and the City of Coral Gables Public Safety Building. **Our proposed Senior Project Manager, Mark Brunski is very familiar with the permitting procedures and regulations set-fort by The City of Coral Gables Development Services Division** and the other agencies having authority over the project such as Miami-Dade Water and Sewer Department (WASD) and Miami-Dade County Environmental Resources Management (DERM).

HOW OUR FAMILIARITY WILL PAY OFF

Our permitting expertise and inspection experience in Miami Dade County (see projects to the right) will lead to obtaining permits ahead of schedule and allow for an early phased start to the project. We commonly work with multiple agencies at the same time to obtain permits, and for this project we will create a project-specific permit matrix that identifies all of the individual permit approvals necessary to start construction. This will ensure ALL permits are in hand when needed.

For the Mobility Hub project, we are proposing Mark Brunski, who served as the Senior Project Manager on the City's Public Safety Building. Mark is familiar with the City of Coral Gables permitting agencies and procedures.

We will conduct kickoff meetings with each agency to obtain a clear understanding of the process and required documents early on. We will also work closely with Gensler, the selected project architect, to make sure our team obtains and provides the necessary submittal packages that accompany the permit drawings so that the reviewing departments have everything they need to approve the work in the initial set. We will also track, coordinate, and resolve with the architect any permit comments that need to be address with plan revisions.

On the Coral Gables new Public Safety Building, the project architect, AECOM, and the City of Coral Gables were responsible for obtaining the master building permit for the project. **The Weitz project team was responsible for assisting subcontractors with their permitting process.** Mark made sure subcontractors had the master building permit number in order to apply for their individual permits.

Mark and his project team utilized the City's public domain website to track of all subcontractor permits. This allowed the team to verify all permits were issued, followed through and closed out at the end of the project.

Coral Gables Public Safety Building

MDC Wolfson Campus Garage

The Standard at Coral Gables

Sunny Isles Beach Government Center

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(i) 3 - Describe the Proposer's expertise and experience in working with other disciplines, including coordination with other design professionals and sub-consultants.

WORKING WITH OTHER DISCIPLINES

Critical components such as waterproofing, windows, stucco and roofing require analysis and inspection by professionals specializing in these disciplines in order to insure the highest levels of quality and function. For that reason, we use subconsultants who have contributed to our success on past projects. Here are the key areas of emphasis for each component system:

WINDOWS, CURTAINWALL AND STOREFRONT

Focus will be on frame installations, anchorage, systems design and caulking. Testing of selected window types for water penetration will be performed by the third-party consultant in accordance with ASTM testing methods and procedures. Periodic inspections during installation will occur throughout the execution of this scope. Reports of inspections will be issued and discussed monthly with your construction representatives.

WATERPROOFING/CAULKING

Review of specifications and details will be conducted as needed with written recommendations to follow. Caulk adhesion testing to be conducted prior to installation of final systems. Period inspection will be conducted during execution of this scope.

STUCCO

Review of specifications and details will be conducted as needed with written recommendations to follow. The third-party consultant will conduct periodic job site inspections to insure proper installation of accessories, substrate preparation, stucco thickness and quality of finish coat.

ROOFING AND FLASHINGS

Should re-roofing be required or with new roof installations, the third-party consultant will be utilized to review pertinent roofing details and specifications, provide recommendations at the pre-roofing conference, and set expectations for the installers. During installation, the consultant will conduct inspections to insure adherence to the design and manufacturer's requirements. Flood testing will be conducted to demonstrate the integrity of the system(s). Monthly reports will be submitted and discussed with your construction representatives.

SUBCONSULTANTS WE HAVE UTILIZED ON PAST PROJECTS:

Construction Moisture Consulting Inc. (Envelope)

Used their services on:

- Coral Gables Public Safety Building
- Kravis Center Valet Garage & Renovations
- Broward County Courthouse
- FAU Boca Campus Student Housing

Les Knopf & Associates (Roofing)

Used their services on:

- Kravis Center Cohen Pavilion
- The Scripps Research Institute
- Christ Fellowship Church, Stuart
- PBC Belle Glade Library

IBA (Caulking, Waterproofing)

Used their services on:

- PBC Judicial Center Hardening
- Metropolitan Condominium
- PBAU Warren Library

Glazing Consultants, Inc. (Stucco and windows)

Used their services on:

- PBC Judicial Center Hardening
- The Scripps Research Institute
- The Woodlands at JKV
- WDI Clubhouse

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4 - Proposer is required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.

FINANCIAL STATEMENTS

Two hard copies of The Weitz Company, LLC's financial statements for the most recent two years were mailed to the City of Coral Gables Procurement Office located at 2800 SW 72nd Avenue Miami, FL 33155 in a sealed envelope on May 3, 2021 and were received by Leonard Gonzalez on May 4, 2021.

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(ii) 1 - Provide a summary of qualifications, copy of applicable licenses/certifications, and experience, relevant to the scope of work, for all proposed key personnel (including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFQ. Provide an organizational chart of all key personnel that will be used.

PROJECT TEAM ORGANIZATION & TEAM MEMBERS

● = Familiar Working in Coral Gables

WEITZ

DENNIS GALLAGHER ●
EXEC. VICE PRESIDENT

CHUCK CONGDON ●
PROJECT EXECUTIVE

GARY HENNINGS ●
PARKING GARAGE SPECIALIST

BILL WOLFFORD ●
CHIEF ESTIMATOR

KEITH HARKINS ●
SAFETY MANAGER

MARK BRUNSKI ●
SR. PROJECT MANAGER

LARRY THOMPSON
SR. PROJECT SUPERINTENDENT

MANNY RIVIERA ●
PROJECT ENGINEER

ADDITIONAL OFFICE SUPPORT PROVIDED

- Virtual Design & Construction
- Estimating Team
- Marketing & Communications
- Safety
- Quality Control
- Accounting
- Contracts/ Purchasing

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DENNIS GALLAGHER

Executive Vice President
E dennis.gallagher@weitz.com

YEARS OF EXPERIENCE

With Weitz: 16
In Industry: 40

EDUCATION

Bachelor of Civil Engineering, Youngstown State University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

Florida General Contractor
License Number CGC060800

PROFESSIONAL AFFILIATIONS

AGC Florida East Coast Chapter President (2018)

As Executive Vice president for the Florida Division of The Weitz Company, Dennis is responsible for overseeing the entire operation of the Florida office and ensuring clients receive the best possible value for their construction projects. Dennis leads the team, his primary responsibilities include overseeing all items related to construction operations including staffing assignments, project plan development, cost and schedule analysis, and owner and subcontractor negotiations. Most importantly, Dennis will oversee the transition between estimating and operations, assuring a smooth turnover.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL

New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE / MIAMI, FL

New construction of a 7-story, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami.

- 204,770 SF
- $14.9 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL

The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL

Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

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CHUCK CONGDON

Project Executive
E chuck.congdon@weitz.com

YEARS OF EXPERIENCE

With the firm: 34
In the Industry: 34

EDUCATION

Bachelor of Science in Building Construction, University of Florida

CERTIFICATIONS

Certified Florida General Contractor License Number CGC049664

OSHA 30-Hour Construction Safety Certified

LEED Accredited Professional

CPR, First Aid, AED Certified

PROFESSIONAL AFFILIATIONS

AGC Florida East Coast Chapter Board of Directors (2021)

As Project Executive, Chuck Congdon is responsible for ensuring the overall success of the project during the preconstruction and construction phases. His construction duties will include scheduling and logistics planning; cost, quality and safety control; contract administration; and owner and subcontractor negotiation.

Chuck serves as the project team leader, assuring all communication between the owner, architect/engineer and field staff is administered in a timely and orderly fashion and that all commitments are met.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

THE STANDARD AT CORAL GABLES / CORAL GABLES, FL

This mixed-use facility will feature 27,000 SF of retail on the ground level; a 4-story above ground parking structure with 366 parking stalls; and 147 luxury student apartment units.

- 263,573 SF Building / 163,537 SF Parking Garage
- $72 Million

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL

New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL

The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

PALM BEACH COUNTY SOUTH COUNTY COURTHOUSE & PARKING GARAGE RENOVATIONS & EXPANSION / DELRAY BEACH, FL

Multi-phased project consisting of a 369 stall, 126,400 SF precast concrete parking garage and a 108,000 SF tilt-wall with structural steel frame courthouse building.

- 108,000 SF Courthouse Expansion / 40,660 SF Courthouse Renovations
- 126,400 SF Parking Garage
- $33.9 Million

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GARY HENNINGS

Parking Garage Specialist

E gary.hennings@weitz.com

YEARS OF EXPERIENCE

With Weitz: 45
In Industry: 45

EDUCATION

Bachelor of Science in Construction Management, University of Nebraska

Graduate School of Business Coursework, Drake University

CERTIFICATIONS

Certified Florida General Contractor License Number CGC1509819

OSHA 30-Hour Construction Safety Certified

LEED Accredited Professional

As our Garage & Mobility Preconstruction Manager, Gary will work closely with the design team to ensure all aspects of constructability are incorporated into the project. Analyzing parking space and drive isle sizing along with traffic routing and ramp locations are items where Gary will support the design team during preconstruction. From a constructability stand point, we will use our 40+ years of building garages to ensure our parking garage lessons learned are incorporated into the project, this ensures an efficient build and quality installations throughout the project.

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE / MIAMI, FL
New construction of a 7-story, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami.

- 204,770 SF
- $14.9 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL
The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL
Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

FLORIDA POWER & LIGHT CORPORATE CAMPUS, PHASE 1 / PALM BEACH GARDENS, FL
This 6-level, 280,000 SF Class A office building is designed to withstand Category 5 Hurricane force winds. This project will include an attached 700-space, 3-level parking structure including photovoltaic solar array, back-up battery storage and electric vehicle charging capabilities, and central energy plant.

- 280,000 SF Class A Office Building / 700-Space Parking Garage
- $143.9 Million

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BILL WOLFFORD

Chief Estimator
E bill.wolfford@weitz.com

YEARS OF EXPERIENCE

With the firm: 5
In the Industry: 29

EDUCATION

BR/AS Business Administration,
Old Dominion University

AS Computer Science, Old Dominion University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

As Chief Estimator, Bill is responsible for ensuring that the City of Coral Gables receives the best possible value on your upcoming Mobility Hub project. Bill leads the preconstruction team. He is responsible for managing and coordinating all aspects associated with estimating and project pre-planning. His duties include budget and detail estimating, design review, systems analysis, value analysis, comparison and cost model reporting, and estimate review. Bill will work with all members of the project team to guarantee a smooth transition into the construction phase and ensure the success and cost effectiveness of your project.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

THE STANDARD AT CORAL GABLES / CORAL GABLES, FL

This mixed-use facility will feature 27,000 SF of retail on the ground level; a 4-story above ground parking structure with 366 parking stalls; and 147 luxury student apartment units.

- 263,573 SF Building / 163,537 SF Parking Garage
- $72 Million

FLORIDA POWER & LIGHT CORPORATE CAMPUS, PHASE 1 / PALM BEACH GARDENS, FL

This 6-level, 280,000 SF Class A office building is designed to withstand Category 5 Hurricane force winds. This project will also include an attached 700-space, 3-level parking structure including photovoltaic solar array, back-up battery storage and electric vehicle charging capabilities, and central energy plant.

- 280,000 SF Class A Office Building / 700-Space Parking Garage
- $143.9 Million

FLORIDA ATLANTIC UNIVERSITY BOCA CAMPUS STUDENT HOUSING PROJECT PHASE I / BOCA RATON, FL

The Phase I student housing project on the FAU Boca Campus will feature two- and four-bedroom style units spanning across 7-stories. The structure will include 183 units with a total of 616 beds.

- 185,920 SF
- $37.5 Million

FLORIDA ATLANTIC UNIVERSITY JUPITER CAMPUS STUDENT HOUSING PROJECT PHASE I / JUPITER, FL

FAU's MacArthur Campus is the Honors College extension of the University located in Jupiter, Florida. The new residence hall will house 165-beds in two- and four-bedroom units spanning over 3 stories.

- 58,000 SF
- $14.7 Million

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KEITH HARKINS

Regional Safety Manager
E keith.harkins@weitz.com

YEARS OF EXPERIENCE

With the firm: 13
In the Industry: 28

EDUCATION

Master of Business Administration, Lindenwood College

Bachelor of Science in Occupational Safety, Keene State College

CERTIFICATIONS

Certified Safety Professional

OSHA Trainer

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

As Safety Manager for The Weitz Company, Keith is responsible for implementing and overseeing all safety and security for projects our firm constructs within the eastern portion of the United States. His daily tasks include project planning, project inspections, risk management and insurance, policy development, and program writing. Most importantly, Keith will make regular jobsite visits at all of our projects to assure the safety and security plan implemented at the onset of a project is carried out by each of our on-site staff and subcontractors. He will streamline communication throughout the project to minimize risk.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES
The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE / MIAMI, FL
New construction of a 7-story, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami.

- 204,770 SF
- $14.9 Million

FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & PARKING GARAGE / WEST PALM BEACH, FL
The new 3-story courthouse building includes one courtroom and office space. The new 4-story parking garage features a total of 334 spaces, with 95 spaces on the first level dedicated exclusively to the Fourth District Court.

- 43,711 SF Courthouse / 106,346 SF Parking Garage
- $23.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL
Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

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MARK BRUNSKI

Senior Project Manager
E mark.brunski@weitz.com

YEARS OF EXPERIENCE

With the firm: 4
In the Industry: 26

EDUCATION

Bachelor of Science in Construction Engineering and Management, Purdue University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

Pathogen Certification

As Senior Project Manager for The Weitz Company, Mark is responsible for ensuring the overall success of your project during the construction phase. His duties will include project oversight, staffing and support, contract negotiations, coordination of preconstruction services, strategic project planning, safety, and to ensure complete client satisfaction. Mark will work closely with the project team and supports our project management services and efforts.

CITY OF CORAL GABLES NEW PUBLIC SAFETY BUILDING / CORAL GABLES

The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. The project features a 74,000 SF, 160-stall parking garage.

- 116,000 SF Building / 74,000 SF Parking Garage
- $55.6 Million

BROWARD COUNTY JUDICIAL COMPLEX MIDRISE BUILDING RENOVATION / FORT LAUDERDALE, FL

Weitz served as Broward County's Representative on the renovation of the Judicial Complex Midrise Office Building renovation. The project achieved LEED Gold certification.

- 64,000 SF
- $10.6 Million

GLENEAGLES FITNESS CENTER ADDITION / DELRAY BEACH, FL

The new construction of the 16,045 SF Fitness Center includes space for cardio and strength equipment, physical therapy, massage therapy, and a new multi-purpose room. A new pool and grille room were also included in the scope of work.

- 16,045 SF
- $8.1 Million

THE ARLINGTON OF NAPLES / NAPLES, FL

This project entailed constructing a new senior living facility three 3-story buildings and one 6-story building totaling 692,000 SF.

- 692,000 SF
- $75 Million

THE SHOREHAM APARTMENTS & PARKING GARAGE / CHICAGO, IL

This 52-story apartment building is located in the heart of Lakeshore East. The apartment building features 1 and 2 bedroom apartments with floor-to-ceiling windows. The building also includes a 7-floor parking garage.

- 850,000 SF, 52-Story Building / 7-Level Parking Garage
- $76 Million

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LARRY THOMPSON

Senior Project Superintendent
E larry.thompson@weitz.com

YEARS OF EXPERIENCE

With the firm: 39
In the Industry: 39

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

As Senior Project Superintendent for The Weitz Company, Larry Thompson is responsible for supervising all of the work that our firm puts in place in the field, including that of our subcontractors.

Additional duties will include managing all site quality and safety issues, on-site schedule management, staging and logistics planning, subcontractor coordination, job site record-keeping, and the management of all self-performed work. In general, our Senior Project Superintendent is the on-site representative with the authority to speak and make decisions for our firm.

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
New construction of a nine-level, 994,140 SF parking garage with a total capacity of 2,650 vehicles.

- 994,140 SF
- $45.7 Million

KRAVIS CENTER IMPROVEMENTS & NEW VALET PARKING GARAGE / WEST PALM BEACH, FL
Improvements include a new valet parking garage; an expansion to the Dreyfoos Hall lobby along with a new grand plaza; upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp

- 10,655 SF Lobby Expansion / 94,454 SF Valet Parking Garage
- $34.7 Million

THE METROPOLITAN / WEST PALM BEACH, FL
This 8 story urban living community features 149 condominium units, a breathtaking lobby, gracious club room, fitness center, spa and rooftop swimming pool. This project also included a 87,528 SF, 2 Story underground parking garage including 206 spaces.

- 321,365 SF Building / 87,528 SF Parking Garage
- $32.2 Million

THE WATERGARDEN / FORT LAUDERDALE, FL
This 31-story, 550,140 SF luxury residential tower includes 315 units, and additional 166,781 SF 5 story, parking structure with over 500 parking stalls.

- 550,140 SF Building / 166,781 SF Parking Garage
- $55.8 Million

FLORIDA ATLANTIC UNIVERSITY JUPITER CAMPUS STUDENT HOUSING PROJECT PHASE I / JUPITER, FL
FAU's MacArthur Campus is the Honors College extension of the University located in Jupiter, Florida. The new residence hall will house 165-beds in two- and four-bedroom units spanning over 3 stories and 58,000 SF.

- 58,000 SF
- $14.7 Million

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MANNY RIVIERA

Project Engineer
E manny.riviera@weitz.com

YEARS OF EXPERIENCE

With the firm: 2
In the Industry: 4

EDUCATION

Bachelor of Science in
Construction Management
Florida International University

CERTIFICATIONS

OSHA 30-Hour Construction Safety Certified

CPR, First Aid, AED Certified

As Project Engineer for The Weitz Company, Manny Rivera is responsible for contract management, material expedition, detail project scheduling, document control, shop drawing solicitation and review, and engineering coordination.

Manny will also implement and oversee Procore, our firm's web-based project management software used to expedite communication during construction.

THE STANDARD AT CORAL GABLES / CORAL GABLES, FL
This mixed-use facility will feature 27,000 SF of retail on the ground level; a 4-story above ground parking structure with 366 parking stalls; and 147 luxury student apartment units.

- 263,573 SF Building / 163,537 SF Parking Garage
- $72 Million

BAPTIST HEALTH SOUTH FLORIDA MAIN – WEST SURFACE PARKING LOT / MIAMI, FL
Conversion of a 3.4 Acre Vacant lot to a 380-stall parking lot designated for Vendors and Visitors at Baptist Health. Scope Work consisted of complete Utilities additions such Drainage Structures, Lighting, Irrigation, Asphalt paving, Parking Stripping, Parking Access Control, and Signage.

- 138,720 SF Parking Lot
- $1.7 Million

UNIVERSITY OF MIAMI HECHT ATHLETIC CENTER / MIAMI, FL
This project consisted of renovating the 1979 established Isadore Hecht Athletic Center, a full upgrade to the football team's learning tactic center, volleyball facility office upgrades, a corridor and welcome center for new team members, upgrades to the tactical theatre system and gymnasium.

- 20,000 SF Building
- $2.3 Million

UNIVERSITY OF MIAMI BASCOM PALMER EYE INSTITUTE / MIAMI, FL
This 21,000 SF, state of the art facility is equipped with the latest research, diagnostic and imaging technology, the center houses state-of-the-art training facility.

- 21,318 SF Building
- $6 Million

GYMNASIUM AT EPIPHANY CATHOLIC SCHOOL / MIAMI, FL
This state of the art multi-purpose gymnasium included a 35,775 SF addition.

- 35,775 SF Building
- $4.5 Million

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Exhibit “F” (Part 2)

Preconstruction CM’s Qualifications

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SECTION 03

Project Understanding, Proposed Approach and Methodology

Miami Dade College Wolfson Campus Parking Garage

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1 - Describe in detail, your approach and methodology to perform the services solicited herein., Include detailed information, as applicable, which addresses, but need not be limited to: Proposer's understanding of the RFQ scope and requirements, strategies for assuring assigned work is completed on time, innovative interaction and communication with the community, City staff, and multiple stakeholders

PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY

Owner project goals and hot buttons go well beyond the standard goals of completing the project safely, on-time, on schedule and with the upmost quality. Our project team will make sure that we understand any critical concerns the City of Coral Gables has for the Mobility Hub project long before the first piece of construction equipment arrives on site. You can trust that the Weitz team will make sure all concerns are addressed and expectations are exceeded!

CRITICAL PROJECT SUCCESS ITEMS AND PROJECT UNDERSTANDING

WORKING WITHIN THE CITY OF CORAL GABLES

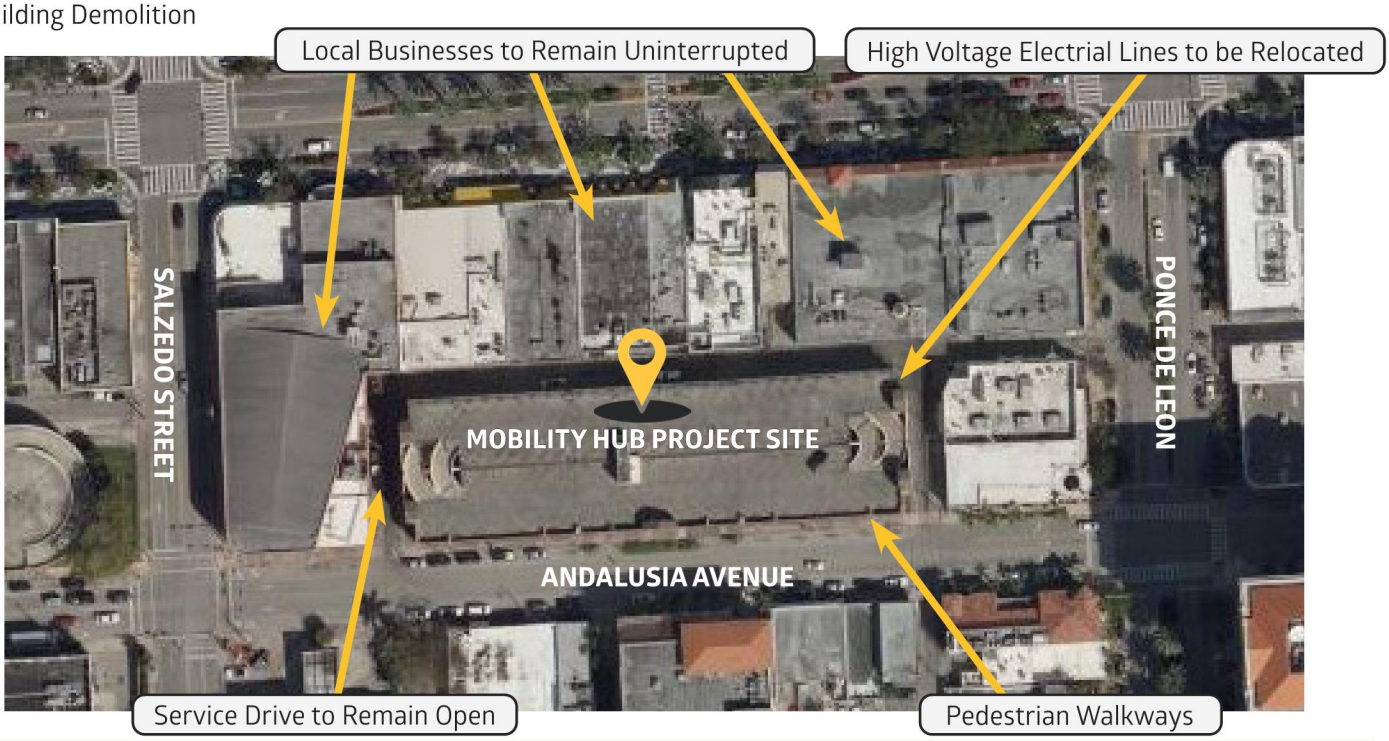
Weitz has a deep understanding working within the City of Coral Gables' Boundary District having recently completed the new Public Safety Building. Working with the City of Coral Gables will require close collaboration with the Development Services and the Building Division. In order to be successful, we will also partner with City stakeholders including the Public Works Department, Parking Department, Police Department and the Fire Department.

SPEED TO MARKET $$$

The current garage facility is a large revenue generator for the City of Coral Gables so minimizing the amount of time the garage facilities are out of service is critical! Early in preconstruction the Weitz team will work closely with Gensler and their engineering team to provide constructability reviews of the design to ensure the garage will be efficient to build. A detailed phasing plan will be developed for the project to ensure the earliest start possible. **Weitz will work with Gensler and the City of Coral Gables to develop separate design/early release packages to fast-track the project schedule. This will ensure a fast-track delivery for your Mobility Hub! Our technical approach for managing your project schedule can be found in Section III-4.**

EARLY RELEASE DESIGN PACKAGES FOR CONSIDERATION

- Underground Utility Relocation
- Florida Power and Light (FPL) Utility Line Relocation
- Building Demolition



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EARLY PLANNING AND COMMUNICATION

From Day 1 the Weitz team will develop a comprehensive site logistics plan for your Mobility Hub project. This plan will include key items such as:

- Site Access and Project Safety
- Pedestrian Safety
- Dust Control
- Service Drive Access for Adjacent Businesses
- Hoisting Plan and Material Deliveries

Once this plan has been reviewed with the City's project manager, it will be used as a tool to communicate with other partners within the City of Coral Gables including the Public Works Department, Parking Department, Police Department and Fire department.

The City of Coral Gables is a pedestrian friendly City and mobility needs to be maintained throughout construction. Our number one priority to ensure the safety of the general public and construction workers is maintained at all times.

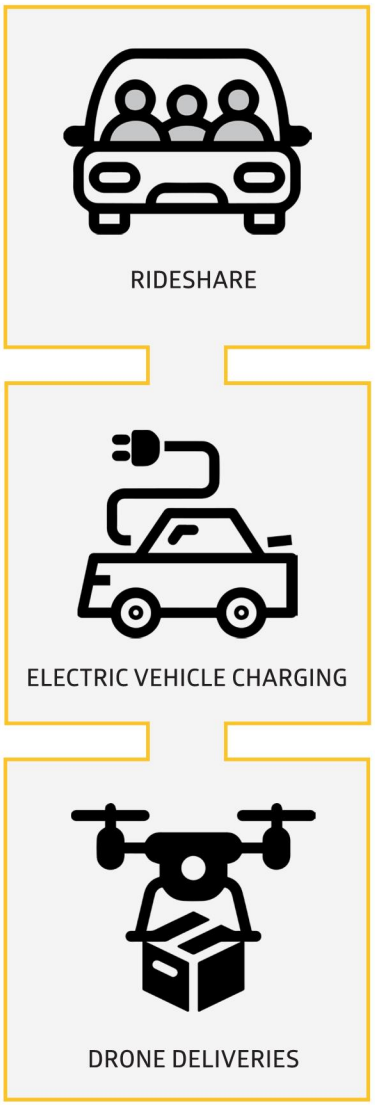
BE A GOOD NEIGHBOR AND PARTNER!

The Mobility Hub project is within the confines of the City of Coral Gables Boundary District surrounded by restaurants and retails shops. The service access for these businesses is located off the alley, surrounding the project site. The access to these businesses cannot be interrupted at any time. Starting on day 1, Weitz will develop an outreach plan in order to effectively communicate with the adjacent businesses and understand their needs. **Together, we will develop an effective plan so businesses can remain operational and Weitz can keep construction progressing as fast as possible.**

BUILDING A MOBILITY HUB FOR THE FUTURE

The Coral Gables Mobility Hub will need to be designed to be adaptable due to the fast-changing pace of transportation and mobility technology. The Weitz Company has a deep understanding of modern technologies and our team knows how to coordinate and construct these types of facilities. Weitz is currently constructing Florida Power & Light's new corporate office building which includes an 700 stall parking garage with electric car charging capabilities. **This garage is designed to have the ability to convert existing garage space into office space if the demand for parking is reduced due to increased ride sharing and utilization of autonomous vehicles.** The Weitz team is experienced in building traditional parking facilities along with incorporating these modern technologies required for the future of mobility.

THE FUTURE OF MOBILITY



The Waterford at Juno Beach
The Waterford is surrounded by 3 separate housing communities and one large corporation. Weitz held a series of outreach meetings in person and virtually to communicate the project schedule and any impact that construction would have on their community.

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STRATEGIES FOR ASSURING WORK BEING COMPLETED ON TIME

One of the first things we will do together is identify and discuss building system options and alternates within the context of specific project requirements. We will assist with the evaluation of material and equipment life cycles, and submit recommendations for team approval. We will also review the market trends to identify potential issues that may affect the cost and schedule. This method of cost control will increase your ability to add owner-desired items, it will prevent cost overruns, and it will reduce change orders during the construction phase by having a collaborative understanding of the design all of its components and materials.

Leading the team during preconstruction will be Chief Estimator Bill Wolfford. **Bill was the Chief Estimator on the City of Coral Gables Public Safety Building project.** His depth of experience provides the City of Coral Gables with unparalleled product knowledge and cost accuracies. During preconstruction, Weitz will:

- **Conduct reviews of Gensler's drawings and specifications** with an eye toward construction sequencing, detail feasibility, and schedule/cost effectiveness—three key factors impacting your deadline.
- **Prepare cost estimates at each stage of the design,** and compare the system component costs of the project to the actual cost of similar projects, to ensure current pricing remains in line with market fluctuations.
- **Present your team with "Closure Documents"** at each design milestone. These documents will contain all of the details relevant to the project's construction materials, methods, cost, and schedule for that milestone. The Closure Document ensures that all project team members are working with the same consistent information.
- **Present the City of Coral Gables with a live Cost Model.** The Model will quickly help to identify and reconcile potential challenges as they relate to cost.
- **Prepare prequalification criteria for Subcontractors and Suppliers** to establish bid lists. We will distribute and receive bids and compile the most qualified prices and schedules. Using an "Open Book" approach, we will present, analyze, and make recommendations to the City of Coral Gables prior to procuring the work.
- **Identify key subcontractors to be pre-awarded,** and determine the minimum amount of documentation needed to initiate pricing of critical long-lead items. We will then solicit, receive, and analyze bids from vendors, and work together with the Project Team to award these key trades. The purpose of the pre-award phase is to ensure on-time delivery for field installation.
- **Develop a master project schedule** to rough out the sequence of the work. With input from your staff, project architect, and key subcontractors, we will establish common goals, add the detail, and adjust the schedule to reflect when each scope item is to be completed.

Subcontractor Outreach
Chief Estimator Bill Wolfford participates in local subcontractor outreach events, creating relationships with local subcontractors.

PBC Parking Garage at Convention Center
Weitz pre-awarded the concrete shell package for the 9-story Palm Beach County Convention Center Garage to a shell subcontractor. By designing to the sub's concrete form system, Weitz saved more than $1 million.

- ☑ **On-Time Delivery**
- ☑ **Under Budget**

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- **Create a site logistics plan.** The plan will guide us in setting up the jobsite for optimum safety and access control, with well-defined boundaries, fencing, and signage, avoiding disruptions to busy Coral Gables surroundings.
- **Determine our Guaranteed Maximum Price (GMP)** and present it to your team for review and final approval.

Our team knows that bringing effective cost control and budget management is essential to keeping the project on track. These strategies not only saved money, but increased the quality of the buildings. We will implement these cost control and budget management procedures on your Mobility Hub project.

MEETING YOUR PROJECT TIMELINE

During the preconstruction phase, our team will develop a project timeline that clearly conveys the critical items necessary to the occupancy of your new facility on time. Key milestones will be expanded upon and coordinated to include phasing options for important components of the project such as foundations, site work, and long-lead equipment orders. This project-specific phasing plan will Identify and coordinate these items from the beginning and ensure that the work begins on time, that materials are readily available, and that the construction is completed within the time constraints agreed upon.

STAKEHOLDER COMMUNICATIONS & COLLABORATION

You will receive collaborative, continuous planning and estimating throughout the preconstruction and construction phase from the Weitz management team and our subcontractors. We know that in order for you to make informed and effective decisions on budget, schedule and quality, the design team, the subcontractors and Weitz must work hand-in-hand during the preconstruction phase to provide accurate cost feedback while the drawings are completed.

Our approach is a steady back-and-forth collaboration throughout the process. This will assist in keeping the design within budget and giving you time to make informed decisions throughout the preconstruction phase. Up-to-date subcontractor pricing input and design feedback will reduce the budget and provide a more complete design through constant analysis and support for your architect.

Our team supports the designers and you throughout the project by continually looking for cost-saving opportunities without affecting durability or aesthetics. Using our extensive cost history, as well as our current knowledge of the various markets, we will provide the detailed pricing necessary to ensure that all stakeholders are confident in the project cost.

We will also use the preconstruction phase to generate local interest in the project and help them participate on the project by conducting several outreach meetings during the phase. This will increase design feedback, value engineering ideas, and help local vendors prepare for the bid phase and construction of the project.

Sunny Isles Beach Government Center
This 114,238 SF New City Hall & 4-story Parking Garage was completed three months ahead of schedule. Weitz provided preconstruction services to assure all cost, schedule and quality items achieved the desired result.

- ☑ **Early Delivery**
- ☑ **On Budget**

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2 - Provide the recent, current, and projected workload of the Proposer and key personnel that will be assigned to the City. Explain how this potential contract will fit into the Proposer's workload.

PROPOSER'S RECENT, CURRENT & PROJECTED WORKLOAD

The Weitz Company has adequate resources to staff all of our ongoing and anticipated contracts. Through our project experience in South Florida, we have established strong relationships with subcontractors giving us access to the top local subs – and because we are a national firm, we have access to additional resources through the country if needed.

RECENT PROJECTS			
PROJECT NAME & LOCATION	**OWNER**	**DATES**	**SCOPE**
Community Christian Church Tamarac, FL	Community Christian Church	9/2019 - 1/2021	This renovation and addition includes a 2-story, 32,500 SF youth center addition to the existing facility.
The Loxahatchee Club Renovations & Addition Jupiter, FL	The Loxahatchee Club	1/2020 - 1/2021	This project includes the complete interior demolition and renovation of the existing 36,800 SF clubhouse and a 4,500 SF addition.
The Club at Ibis Renovations & Addition West Palm Beach, FL	The Club at Ibis	7/2019 - 12/2020	This project includes the renovations of the existing Pub, outdoor bar area, pro shop, blow bar and modifying the existing welcome center into administrative offices.
The Breakers Palm Beach (2020 Projects) Palm Beach, FL	The Breakers Palm Beach	1/2020 - 12/2020	Yearly hotel upgrades include, guest rooms, dining, and other miscellaneous upgrades.
Coral Gables Public Safety Building Coral Gables, FL	City of Coral Gables Procurement Division	12/2018 - 12/2020	The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. Also included is a 74,000 SF, 160-stall parking garage.
PBC Continuing Contract Projects Palm Beach County, FL	Palm Beach County Facilities Development & Operations	1/2020 - 8/2020	Miscellaneous projects throughout Palm Beach County.
The Beach Club Phase 5 Renovations Palm Beach, FL	The Beach Club, Inc.	4/2019 - 1/2020	Interior and exterior renovation project started that featured a full renovation of the second floor event and dining rooms.
The Breakers Palm Beach (2019 Projects) Palm Beach, FL	The Breakers Palm Beach	1/2019 - 12/2019	Yearly hotel upgrades include, guest rooms, dining, and other miscellaneous upgrades.
PBC Continuing Contract Projects Palm Beach County, FL	Palm Beach County Facilities Development & Operations	7/2019 - 12/2019	Miscellaneous projects throughout Palm Beach County.
Village of North Palm Beach Clubhouse North Palm Beach, FL	Village of North Palm Beach	6/2018 - 11/2019	This project consisted of demolishing and completely removing the existing 55-year-old clubhouse facility and other site elements to make way for the new 38,708 square foot, two-story clubhouse.
McKeen Tower Renovations West Palm Beach, FL	Lourdes Noreen McKeen Residence	3/2019 - 11/2019	Renovations to existing residences including new flooring, trim, wall coverings.

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PROJECT NAME & LOCATION	OWNER	DATES	SCOPE
The Beach Club Phase 4 Renovations Palm Beach, FL	The Beach Club, Inc.	5/2018 - 4/2019	Phase 4 consisted of a large scale interior and exterior renovation to much of the existing 3-story clubhouse.
One Watermark Place Condominium Renovations West Palm Beach, FL	One Watermark Place of the Palm Beaches Condominium Association, Inc.	7/2018 - 4/2019	The Weitz Company completed exterior and limited interior renovations to this 15-story luxury condominium.
The Club at Ibis Rain Shelter Restroom Renovation West Palm Beach, FL	The Club at Ibis	6/2018 - 1/2019	Addition of restrooms to a rain shelter on the golf course
The Breakers Palm Beach (2018 Projects) Palm Beach, FL	The Breakers Palm Beach	1/2018 - 12/2018	Yearly hotel upgrades include, guest rooms, dining, and other miscellaneous upgrades.
Gleneagles Country Club Fitness Center Addition Delray Beach, FL	Gleneagles Country Club	4/2017 - 3/2018	Fitness center, pool, pool deck renovation
The Beach Club Phase 3 Interior Renovations Palm Beach, FL	The Beach Club, Inc.	8/2107 - 3/2018	Partial renovation of 2nd floor of the Clubhouse, which includes the card room, lobby and administrative areas.
Christ Fellowship Church Port St. Lucie Campus Sanctuary Port St. Lucie, FL	Christ Fellowship Church	9/2017 - 3/2018	The Sanctuary addition for Christ Fellowship's Port St. Lucie campus is a 29,851 GSF, 45-foot-high, single-story building.
Broward County Courthouse Ft. Lauderdale, FL (Weitz served as Owner's Representatitve)	Broward County Construction Management Division	2/2010 - 1/2018	New, 21-story, 734,000 SF Courthouse.
PBIA Cargo Building #1475 West Palm Beach, FL	Palm Beach County Department of Airports	6/2017 - 1/2018	Modifications / upgrades to the existing canopy structural frame, existing roof curbs, new skylights, re-roofing of the entire roof, stucco repairs, New EFIS / STO, HVAC modifications, electrical modifications and repainting of the building exterior.
Fourth District Court of Appeal, New Courthouse & Parking Garage West Palm Beach, FL	State of Florida Department of Management Services	7/2016 - 12/2017	This 3-story courthouse building includes courtrooms and offices. The project also included a 4-story parking structure with a total of 334 spaces.
Quail Ridge Country Club Boynton Beach, FL	Quail Ridge Country Club	8/2016 - 12/2017	The new Quail Ridge clubhouse includes five dining rooms, an indoor-outdoor grille room, two outdoor dining patios, a commercial kitchen, a spacious lobby, a library, new locker rooms, a pro shop, and a champions sports hall.
The Breakers Palm Beach (2016 Projects) Palm Beach, FL	The Breakers Palm Beach	1/2017 - 12/2017	Yearly hotel upgrades include, guest rooms, dining, and other miscellaneous upgrades.
Broward County Judicial Complex Midrise Building Renovation Ft. Lauderdale (Weitz served as Owner's Representatitve)	Broward County Construction Management Division	6/2016 - 1/2017	Scope of the project includes the full renovation and interior construction fit-out of approximately 64,000 square feet on four floors of the existing Midrise Building.
Palm Beach County Convention Center Parking Garage West Palm Beach, FL	Palm Beach County Facilities Development & Operations	6/2015 - 4/2017	944,140 SF, 9-level parking structure with 2,650 parking stalls.

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PROJECT NAME & LOCATION	OWNER	DATES	SCOPE
The Beach Club Pool Project Palm Beach, FL	The Beach Club, Inc.	4/2016 - 4/2017	This project involves the complete demolition and replacement of the Club's pool, pool deck, and poolside bar
Roger Dean Stadium Phase 2 Renovations Jupiter, FL	Jupiter Stadium, LTD	6/2016 - 2/2017	Phase 2 of this project includes building 40-foot awnings over the grandstand area to provide shade.
The Breakers Palm Beach (2016 Projects) Palm Beach, FL	The Breakers Palm Beach	1/2016 - 12/2016	Yearly hotel upgrades include, guest rooms, dining, and other miscellaneous upgrades.
Sunny Isles Beach Gateway Park Sunny Isles Beach, FL (Weitz served as Owner's Representatitve)	City of Sunny Isles Beach	5/2014 - 11/2016	Multi-use 3,000 SF space, including an outdoor performance stage, open lawn, an interactive water feature, playground, walking path, butterfly garden, and a 160,000-square-foot parking garage.
Miami Dade College Wolfson Campus Parking Garage Miami, FL	Miami Dade College	7/2015 - 8/2016	7-level, 204,770-square-foot parking garage located on Miami Dade College's Wolfson Campus in downtown Miami, Florida.
Christ Fellowship Church Port St. Lucie Campus Tenant Improvements Port St. Lucie, FL	Christ Fellowship Church	2/2016 - 8/2016	Tenant improvements include converting a portion of the building to a temporary sanctuary along with a permanent Childrens' Worship Center.
Riviera Beach Marina District South Projects Riviera Beach, FL	City of Riviera Beach	7/2014 - 7/2016	This 28-acre redevelopment project includes new streets and sidewalks, extensive utility improvements, a community building called the Marina Events Center, and an upgraded and reprogrammed Bicentennial Park with an interactive water playground, concessions pavilion, and a boardwalk/promenade.
Mirasol Country Club Clubhouse Addition and Esplanade Palm Beach Gardens, FL	The Country Club at Mirasol	6/2015 - 6/2016	This project is an upgrade/expansion of Mirasol's pool, fitness, and spa amenities.
The Woodlands at John Knox Village Pompano Beach, FL	John Knox Village of Florida	12/2014 - 6/2016	The 7-story building has ground-level commons of 18,571 SF and six floors of two green houses per floor for a total SF of 111,426.

ACTIVE PROJECTS

PROJECT NAME & LOCATION	OWNER	DATES	SCOPE
The Standard at Coral Gables Coral Gables, FL	Landmark Properties	8/2019 - 6/2021	This mixed-use facility will feature retail shops on the ground level, a 4-story above ground parking structure and 147 luxury student apartment units.
Shell Point Retirement Community Larsen Health Center Ft. Myers, FL	Shell Point Retirement Community	8/2019 - 9/2021	195,141 SF, six-story, 180 skilled nursing bed Larsen Health Center.
FAU Boca Raton Campus Student Housing Project, Ph. 1 Boca Raton, FL	Greystar	11/2019 - 6/2021	The 185,920 SF concrete structure will include 183 units with a total of 616 beds.
FAU MacArthur Campus Student Housing Project, Ph. 1 Jupiter, FL	Greystar	2/2020 - 5/2021	The new residence hall will house 165-beds spanning over 3 stories and 58,000 SF.

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PROJECT NAME & LOCATION	OWNER	DATES	SCOPE
SDPBC Washington Elementary School Modernization Riviera Beach, FL	School District of Palm Beach County	3/2020 - 5/2021	This new single-story, 50,000 SF building will feature 514 student stations. The 15,000 SF media center and admin building will be renovated.
FPL PGA Corporate Campus Palm Beach Gardens, FL	Florida Power & Light Company	3/2020 - 4/2022	This 6-level, 280,000 SF Class A office building will include an attached 700-space, 3-level parking structure.
PBC Main County Courthouse 4th Floor Hearing Room West Palm Beach, FL	Palm Beach County Facilities Development & Operations	11/2020 - 5/2021	Renovation of existing room into 2 hearing rooms, magistrate offices, magistrate assistant offices, and meeting spaces.
PBC Lantana Library Renovations Lantana, FL	Palm Beach County Facilities Development & Operations	2/2021 - 8/2021	Renovation of existing library and exterior improvements.
PBC Wellington Library Renovations Wellington, FL	Palm Beach County Facilities Development & Operations	2/2021 - 8/2021	Interior renovation of existing library and replacement of existing chiller, pumps, and associated accessories in chiller yard.
PBC Water Utilities Shade Structures West Palm Beach, FL	Palm Beach County Facilities Development & Operations	12/2020 - 1/2021	The project consist of the installation of a pre-fabricated steel structure with fabric shades.

AWARDED PROJECTS

PROJECT NAME & LOCATION	OWNER	DATES	SCOPE
The Waterford at Juno Beach Juno Beach, FL	Lifespace Communities	4/2022 - 10/2025	New construction of a six-story tower with 86 independent living units, a two-level parking garage with an amenity deck, and a three-story building with 74 units for skilled nursing, memory care, rehab, and assisted living.
GOAA Hyatt Regency Renovations Orlando, FL	Greater Orlando Aviation Authority (GOAA)	6/2022 - 12/2022	Renovations of general areas including the fourth floor lobby, ballroom pre-function areas, business center, Continental Ballroom, briefing room, and third floor elevator lobby.

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3 - Describe the Proposer's ability to positively and innovatively move a project from the conceptual stage to a clearly defined project that may be designed and constructed, while minimizing the impact on the community.

MOVING A PROJECT FROM CONCEPTUAL DESIGN TO A FINAL PROJECT

During pre-construction everyone wants predictable results and that begins having a smooth and efficient design and pre-construction process. In this section we will demonstrate how our team will move the project from a concept to a clearly defined project by effectively managing the budget, setting schedule expectations for the entire team and using technology to ensure we have a constructable project when we begin construction.

BUDGET DISCIPLINE FROM DAY 1!

In the early design stages, Weitz will take a granular and detailed approach to define the overall project budget to ensure every building system and component is accounted for with a clear definition of the type of system and fininsh. Our preconstruction team will collaborate closely with Gensler and their design team and City of Coral Gables so everyone has a clear understanding of what is included in the budget early in the design process.

Chief Estimator Bill Wolfford is an expert at properly establishing project budgets from schematic design documents all the way through final permit documents. Our history of similar projects helps the design team focus on design while we provide timely and accurate cost feedback. Bill and the preconstruction team will use an integrated approach to manage the budget in real time. If changes occur between design milestones such as design changes, or project scope change requests from the project stakeholders, we will immediately evaluate the change against the budget and schedule and verify for any impacts. **This process drives continuous team communication, prevents re-design and drives an efficient preconstruction phase of the project to ensure a timely project start.**

PRE-CONSTRUCTION IS MORE THAN JUST BUDGETING

We will provide the City of Coral Gables and Gensler with the greatest possible amount of systems analysis and cost information during the early design states. In order to maximize the final value to cost ratio, Weitz will provide numerous systems comparisons before the final selection is determined.

Our value analysis process emphasizes the progressive development of clear scope definitions, through both drawings and specifications, thereby facilitating the most accurate estimating and scheduling. During the course of preconstruction, we will constantly evaluate the drawings and specifications for:

- ✓ Construction Sequence
- ✓ Constructability
- ✓ Detail Feasibility
- ✓ Schedule Impacts
- ✓ Cost Effectiveness
- ✓ Gaps and Overlaps between Trades

With input from Gensler and their design team, subcontractors, and project engineers, we are able to implement changes that allow procurement and construction to proceed more easily.

Coral Gables Public Safety Building
The Coral Gables Public Safety Building was approximately $8 Million over the Owner's preferred budged at the Schematic Documents level. By including regular meetings with the owner, design team, and select subcontractors, collectively, **we were able to significantly reduce the working budget by 50% Construction Document stage**. Real-time updates via the Weitz Bulldog List were provided on a regular basis to ownership for updating stakeholders. Ultimately, the project budget was reduced from the initial estimate more than $8 Million. The Weitz Bulldog report was instrumental in achieving these reductions.

☑ **Early Delivery**

☑ **On Budget**

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BUDGET MILESTONES - CLOSURE DOCUMENTS AT EACH STAGE

At every design drawing issuance and budget update, Weitz will provide closure documents such as an updated Trend Log noting what approved items were incorporated or still may need to be, a wrap up summary comparison of the current vs. previous budget with quick explanations on the deltas, and a detailed estimate and takeoff comparison for all work. Reviewing the following documents in detail as a group enables the team to agree on a path forward to meet the project goals.

1. Executive Summary
2. Document Listing
3. Area Analysis
4. Parameter Estimate
5. Budget Comparison Report

SCHEDULING STARTS EARLY WITH THE END DATE IN MIND!

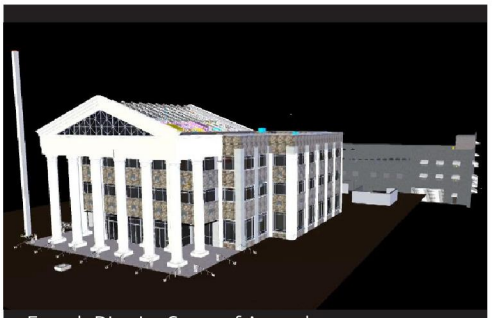
The Weitz team will take ownership of the project schedule early in the preconstruction phase of the project. The preconstruction and construction schedule will be developed in one single schedule so we can we easily identify any impacts in the design phase and how it may affect construction. **The schedule is developed in a collaborative setting using Lean principles (see Section III-4) to ensure all constraints are identified early and stakeholder accountability exists.** Using the Lean approach to manage the schedule during the design phase, challenges and issues can be resolved quickly. This creates efficiency during design and ensures a predictable project start!

SCHEDULE ITEMS TRACKED DURING PRE-CONSTRUCTION TO ENSURE A TIMELY START

- Drawing Development
- Owner Procured Systems and Items
- Owner Design Decisions
- Site Planning Process
- Civil and Public Works Permits
- Long Lead Materials and Equipment (what do we need to order early!)
- Building Permitting

UTILIZING TECHNOLOGY DURING PRE-CONSTRUCTION (BIM & VDC)

To facilitate collaboration and early informed decision making during the design phase, the Weitz team utilizes a Virtual Design & Construction (VDC) process that consists of tools such as Building Information Modeling (BIM), reality capture, and data analytics to visualize and plan multiple aspects of a project. Through the use of BIM, we are able to drive earlier and more detailed constructability reviews, coordinate all of which increases the certainty of construction and contributes to manage risk and eliminates waste.



Fourth District Court of Appeal, New Courthouse & Garage

The use of VDC provides an **improved pathway for communication, collaboration, understanding and decision making based on clear visualization and data rich analytics for all project stakeholders.** The increased awareness and intelligence our VDC process produces leads to better decision making on a project that in turn contributes to a reduction of cost and schedule and helps us build a better way and deliver a better product.

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4 - Describe the Proposer's ability to provide schedule control, cost control, and quality control for the services requested herein. Provide specific examples of similar initiatives that the Proposer has successfully undertaken with other public entities that were completed on-time and within budget.

SCHEDULE, COST & QUALITY CONTROL

Weitz understands how invaluable early contractor participation is to the overall project process and have found that **collaboration is at the center of a successful project.** Our team will provide the know-how that City of Coral Gables needs to complete the project successfully.

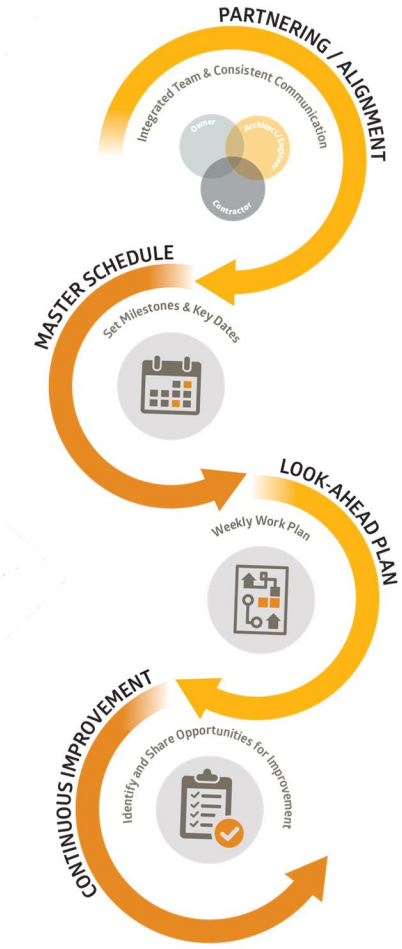
SCHEDULE CONTROL

We utilize **ASTA PowerProject scheduling software** to create and monitor schedules on a daily, weekly, and monthly basis. Using ASTA, we identify activities that form the critical project schedule path, such as manufacturing lead times, availability of equipment, and owner requested milestones to build a master schedule early in the project.

Based on input from the City of Coral Gables and Gensler will add detail and adjust the schedule to fit the plan. At the conclusion of preconstruction we will update the schedule and carry it forward into construction.

Once in construction, we will utilize Lean Construction fundamentals. **Lean construction is a process to design production systems to minimize waste of materials, time and effort in order to generate the maximum possible amount of value.** Outlined below is the schedule management plan we will implement on your project.

- **Pull Planning Sessions.** This involves all members of the project team including: Weitz, the City of Coral Gables, Gensler and design consultants, subcontractors and suppliers, providing input to create the project schedule.
- **Weekly Work Plans.** A 6-week look-ahead is a filter of the master schedule that is created in a Pull Session. The 6-week look-ahead presents the activities that will be taking place in the next six weeks and ensures reliable promises have been made. The 6-week look-ahead is reviewed weekly by the project team at staff meetings.
- **Managing Constraints.** Effective management of constraints and effectively resolving them is pivotal to the success of project flow and on-time project delivery. A log of open constraints will be maintained and made readily available. Status will be reviewed in weekly planning meetings on site and at the OAC level.
- **Daily Stand-Ups.** Stand-up meetings will be held outside of the construction site trailer and are intended to provide a daily opportunity to allow and to encourage communication between all team members and responsible individuals, on project needs related to safety.



Lean Last Planner

Daily Stand-Up Meeting

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COST CONTROL

Cost is one of the most critical items on a project as it goes into construction. We will utilize two key systems to capture, track and report project cost. During the set-up phase of the project, each trade scope is assigned a budget that ties to the Guaranteed Maximum Price (GMP). This information is captured in **JD Edwards (JDE) accounting software**. Next, as the subcontractors are hired, **Procore** is utilized to capture contract values and track changes to the contract values. These potential or actual changes are reported on during each Owner meeting so they can be discussed and decided on.

We will track all costs and report on a monthly basis. We will share this information openly. At the conclusion of the project, we report on all project costs and return any surplus dollars. Our goal is to manage cost closely and aggressively to minimize the dollars expended on your Mobility Hub project.

Miami Dade College Wolfson Campus Parking Garage

The selected Design-Build contractor on this project was not able to meet the College's budget, and neither was the second-selected contractor. The College then contacted Weitz, and after a comprehensive preconstruction effort, we delivered a GMP that came in **$2.5 million under budget. We completed the project ahead of schedule,** and were able to return $236,000 in buyout savings to the College.

- ☑ **On-Time Delivery**
- ☑ **Under Budget**

CHANGE ORDER MANAGEMENT

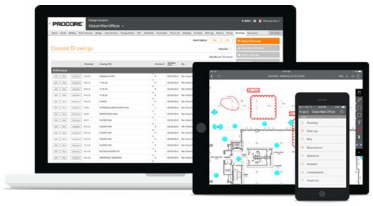
Our goal is to always eliminate Request for Information (RFIs) and change orders by getting involved early in the process and working through the design process. There are times, however, when change orders to do occur. **Procore** allows us to manage, access and share information from one central source in the cloud. Using Procore, **anyone involved in the Mobility Hub project can access real-time updates of construction documents on their mobile devices.** In fact, we set up Procore to push data to project stakeholders the minute something is updated. We will recommend necessary or essential changes, review requests for changes, submit recommendations to the City of Coral Gables and monitor the revisions.

Procore is also used to capture all cost information and potential impacts. At the conclusion of the project, we report on all project costs and return any surplus dollars. Our goal is to manage cost closely and aggressively to minimize the dollars expended by the City of Coral Gables, so they can be used in other areas to enhance the facility.

PROCORE

Ensuring that all project team members have access from the most up to date information is key in successfully delivering projects. To achieve that, Weitz leverages a single platform: **Procore**. This ensures everyone is on the same page when it comes to information sharing and information access. Whether it is access to an RFI log, the most recent set of drawings, or a revised submittal that the crew may need out in the field, the information is housed in a single project management solution. Procore allows accessibility by all project team members, from the project Owner to the worker installing millwork.

Weitz leverages technology to help facilitate communication and collaboration throughout the duration of a project. From constructability reviews in **BlueBeam Studio** during the design phase, to 1st work inspections in Procore, technology is leveraged as a tool to improve communication and insight into the project's health and status.



Procore

From preconstruction through operations, Weitz leverages Procore, cloud-based software, to collect and manage preconstruction decisions, design options, field management, and document controls.

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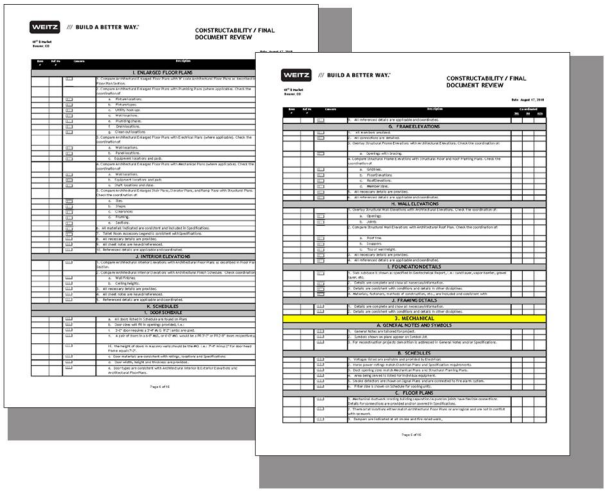
CONSTRUCTABILITY REVIEW

We will perform early coordination needs and a structured review of all phases of the construction design documents with the project team and other peers. We will make certain that the work requirements are clear, the documents are coordinated and that they assist with quality procurement, construction and administration, resulting in minimized surprises and impacts to the project.

VALUE TO THE CITY OF CORAL GABLES

- **Construction Predictability** - Reduced errors, rework, deficiencies, delays, and cost overruns, by effective and through integration of construction knowledge.
- **Cost Predictability** - Higher quality subcontract buyout from higher quality construction documents. Get it all bought right the first time and eliminate change orders
- **Schedule Predictability** - Reduced Waste/Increased Efficiency - Less time during construction to process RFIs, multiple iterations of shop drawings, submittals, addenda, and other change documents means more time to focus on building a well sequenced project. Avoid time and money impacts by uncovering problems or potential problems and allowing them to be addressed early.
- **Quality Predictability** - Team Engagement - Leverage knowledge and experience of Weitz team members in identifying issues with the constructability of a project, and build a greater understanding of the project scope and focus areas.

To the right, please find sample pages from our Constructability Checklist that Weitz uses on all our projects. **The success that Weitz has had using this tool on our projects caused us to make Constructability Reviews a corporate policy** that engages project teams completely, including Preconstruction, Project Superintendents, Senior Project Managers, Projects Managers, and BIM Managers.



Constructability Review Checklist
The project team reviews construction design documents continually from preconstruction through construction. This allows us to create more accurate estimates and avoids schedule and budget impacts by uncovering and addressing potential problems early.

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BUDGET MONITORING - WEITZ BULLDOG LIST

In our historical experience, we have seen budgeted costs go up as the design nears completion due to various reasons, such as differences in assumptions, changes to the space allocations, level of interior finishes, etc. **Our solution is to analyze every decision and compare it against the baseline budget.** We nicknamed our process the Bulldog List because of the tenacity with which we pursue ideas to reduce cost without compromising long-term value.

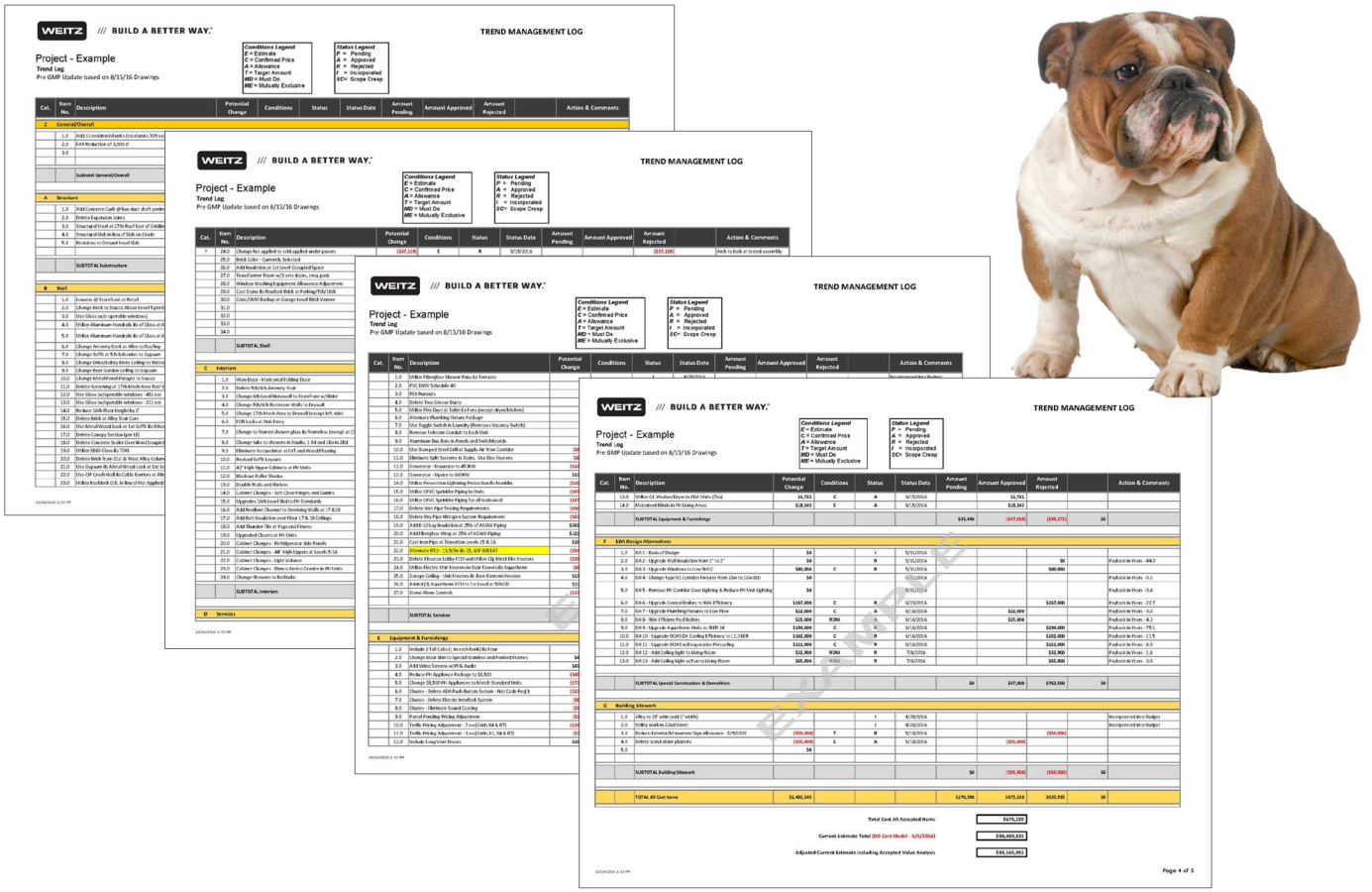
As the design of a project progresses, the changes are identified and noted. Costs for each of theses changes are estimated using our historic costs database as well as input from key subcontractors. The relationships between items are notes as well. If one thing cannot change without affecting another, it is noted for further evaluation.

These items will be reviewed with the City of Coral Gables and your project architect. The Bulldog List will be presented complete with cost and time impacts. Decisions to accept or reject each item are recorded and kept for reference throughout the project. The overall project cost is known by all team members on a continual basis. **This prevents big jumps in project costs that could be detrimental to the project and forces the team to continually manage the project from schematic design to GMP.**

Items that are struck from the design to cut costs will be saved on the Bulldog List in a form of a client wish list. As money is saved in other areas, the wish list items will be reviewed and potentially moved back into the project scope.

Using the Bulldog List throughout the preconstruction phase is the best way to maintain a project within your budget without having to make hard decisions and wholesale cuts when it's too late to make design changes.

BELOW YOU WILL FIND A SAMPLE TREND MANAGEMENT LOG BULLDOG LIST THAT GETS UPDATED WEEKLY SO THE PROJECT BUDGET IS ALWAYS "LIVE".


WEITZ /// BUILD A BETTER WAY.

TREND MANAGEMENT LOG

Project - Example

Trend Log

Pre GMP Update based on 8/15/16 Drawings

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QUALITY CONTROL

The Weitz Company's quality control program is managed by the entire project team. Your project management team is responsible to implement and ensure full utilization of the facilities renovation and repair projects quality control program during preconstruction and throughout construction. The team is charged and empowered with identifying potential complex areas, monitoring their compliance with the design intent and quickly identifying issues before they are covered by other work or repeated in other areas. **The Weitz team is committed to build what is best for the City of Coral Gables.**

QUALITY CONTROL TOOLS IDENTIFIED FOR THE MOBILITY HUB PROJECT

We will use the quality control tools listed below to complete your projects successfully and expeditiously. Ultimately quality control is driven by our passion to be an excellent builder with your interests in mind.

- **Pre-Installation Meeting:** We will conduct meetings to uncover and clarify potential misunderstandings, avoiding costly rework.
- **Mock-Ups (both virtual & physical):** Complicated or critical details of the work will be worked up-font so that the work can proceed as intended and uninterrupted in the field.
- **First-Work Inspections:** Deficiencies or variances will be identified and not repeated throughout construction. We will set an early benchmark and standard from which to move forward.
- **Trade-Specific Checklists:** We will establish checklists that make it simple for field staff to make thorough and meaningful inspections on the important elements of work. These checklists cover every state of the construction and prevent potential defects from occurring.
- **Quality Assurance Log:** Deficiencies identified by Weitz, end users and designers will be identified in our QA log and diligently tracked until corrected. This log supports our zero defects mentality and will be distributed and discussed at each OAC meeting.
- **Zero Defect Program:** End users and designers engaged in quality expectations throughout construction eliminates shortfalls in expectations and minimizes punch list items.

Ultimately, **quality control is driven by our passion to be an excellent builder with your best interests in mind,** not by processes and procedures. We understand you rely on us to think outside the confines of the contract documents, utilize our expertise and deliver a project that lasts for many decades. We are fully committed to doing just that.

Kravis Center for the Performing Arts
This physical mock-up was constructed to demonstrate the waterproofing details of the building exterior incorporating how the curtain wall window system would interface with the adjacent stone cladding and stucco details. Also matching the original stone and stucco finishes utilized on the original building built 30 years prior to the expansion project was a focus for the entire team.

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PROJECT CLOSE OUT

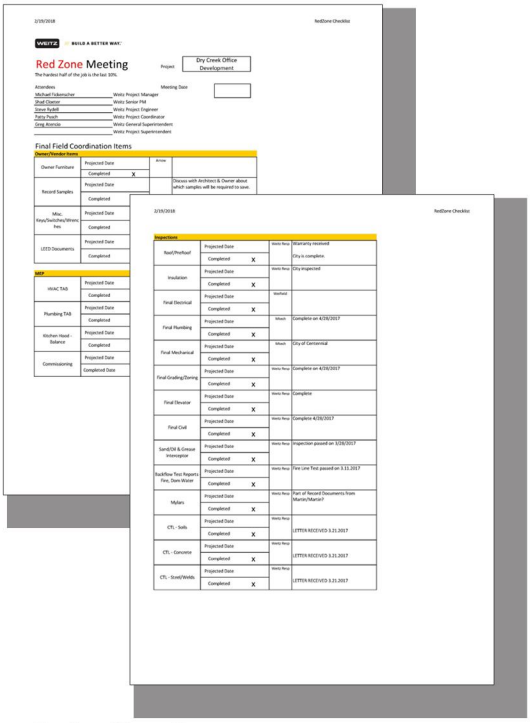
Your Weitz project team will construct the Mobility Hub project with a **"Close as You Go"** mentality. **Closeout does not start once the project ends; it starts during construction.** We will utilize a spreadsheet tool called the "Red Zone". The Red Zone is a matrix that includes all components of project closeout:

- Final Inspections
- Jurisdictional requirements
- Utility acceptance
- O&M manuals
- Warranties
- As-built drawings
- Punch lists
- Field observation reports
- Site demobilization
- Financial closeout, and more

The Red Zone matrix will be populated with project specifics, due dates, and managed proactively by our team during construction, including meetings with your team to update progress. The end result and benefit is a much smaller list of items to complete post receipt of TCO and assurance that nothing has slipped through the cracks. In addition, we incorporate critical activities and final inspections into our CPM schedule.

Our team will utilize **Procore** to manage nearly all aspects of construction. Procore is a very powerful tool that provides exceptional tracking and daily pressure on subcontractors to complete assigned tasks by stated due dates. We utilize the Observation tool within Procore to proactively manage non-conformance items throughout construction. Our team members create an Observation, assign it to a subcontractor and Procore automatically sends a notification email to the subcontractor every day until the Observation is corrected and closed.

This ensures timely completion of non-conformance items, and a smaller punch list at the end of the project. Our punch list process is also managed through Procore in a much similar fashion. We realize timely and thorough completion of the punch-list is very critical to your team and the end users. We will commit the appropriate project team members to email on-site until you, the Weitz team and project architect say the project is 100% complete.



Project Close Out
The project team will populate the Red Zone matrix with project specifics, due dates, and will update the matrix to create a much smaller list of items that need to be complete post receipt of TCO.

TRAINING PROGRAMS FOR MAINTENANCE

Final project turnover will include specific training for your employees in the operation and maintenance of selected building systems. Under the direction of the Owner's maintenance personnel, we will coordinate the checkout and commissioning of utilities, operating equipment, and systems for readiness. We will assist with the initial start-up and testing by the trade contractors. We will develop a program to train the Owner's maintenance personnel on the operation and maintenance of equipment and systems incorporated on the project. We often video record these training sessions/ walk-throughs for the Owner so that they can be reviewed and used to train future personnel.

Owner Training
In this video created by Weitz, a subcontractor explains maintenance procedures for a new dry chemical fire suppression system. Weitz training videos are saved online and can be viewed on any mobile device.

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WEITZ SAFETY PROGRAM

Our Safety Program focuses on our best resource: **our people.** It aims to make safety the shared value of every employee by putting safety behind every strategy, decision, operation, and action. For every project, our personnel are trained and Behavior Based Safety (BBS) audits are performed. Above all, Weitz's Safety Program encourages all employees to commit to making sure everyone on their jobsite gets home safely to their families. That's why any employee has the authority to stop work they feel is unsafe until the issue(s) can be resolved.

WEITZ COVID-19 SAFETY PROJECT PROTOCOLS

Weitz safety professionals have been able to implement a solid COVID protection plan that has maintained the progress and kept our work uninterrupted to the greatest extent possible. Our project teams implement best practices to prevent the spread of COVID-19, including **health questionnaires, monitoring of temperatures, maintaining social distance, face coverings, and daily cleaning and disinfection of work areas.**

WEITZ FLORIDA OPERATIONS HAVE NOT HAD A LOST-TIME INJURY SINCE 2004 - THAT'S MORE THAN 15 YEARS AND OVER FOUR MILLION MAN HOURS OF WORK!

WEITZ'S SAFETY TOOL BOX

Safety Manual
COVID-19 Policies & Procedures
Job Site Specific Safety Plan
Subcontractor Employee Orientation
Preconstruction Safety Meetings
Weekly "Toolbox Talks"
Weekly Foreman's Meetings
Daily Site Safety Audits
Behavior-Based Safety
OSHA Training
STS Certified Personnel
W.H.A.T. Pre-Task Plan
Stop Work Authority Cards
Work Rules
Job Site Signage & Hard Hat Stickers
Nothing Hits The Floor

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5 - Describe Proposer's ability to successfully deliver similar projects that have significant community and business involvement.

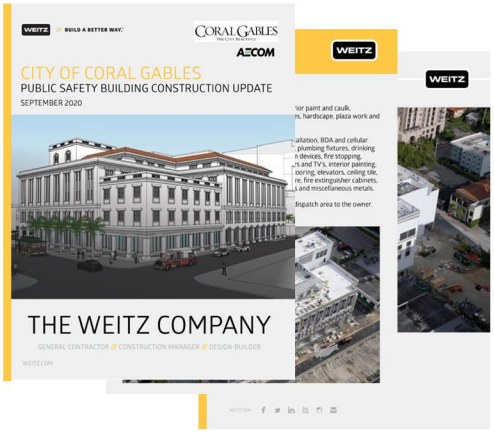
ABILITY TO DELIVER SIMILAR PROJECTS

The Weitz Company will utilize past experience working on similar projects to complete the Mobility Hub project successfully and safely while minimizing impact on the surrounding community. We will implement a great deal of safety measures for the surrounding community and local businesses. See below for similar projects we have delivered that had significant community and business involvement.

CORAL GABLES PUBLIC SAFETY BUILDING

The Weitz Company recently completed the new Public Safety Building for the City of Coral Gables. This 160,000 SF Public Safety Building and Parking Garage is located on a tight corner on the outskirts of Coral Gables. Inner city traffic, delivery schedules, sidewalks full of pedestrians, and proximity of neighboring businesses all added to the level of difficulty this project presented. Although the job and the site were complex, **The Weitz Company utilized past experience working in urban settings** and ongoing effective communication to complete the project successfully and safely **while minimizing impact on the surrounding community.**

As always, The Weitz Company's top priority is safety. For a project like the Coral Gables Public Safety Building, there were a great deal of safety measures needed for the stakeholders and surrounding community. Each month, **our team developed a newsletter** (see photo to the right) released to the public on the City's website to keep everyone up-to-date on the project's progress. The purpose of this newsletter was to keep the community informed in order to prevent any effects on their routines.

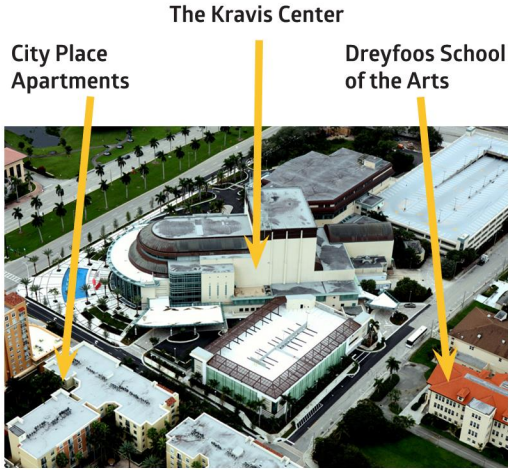


Coral Gables Public Safety Building Newsletter
The Coral Gables Public Safety Building team kept the community and local businesses up-to-date on the project by providing a monthly newsletter.

THE KRAVIS CENTER FOR THE PERFORMING ARTS

The Kravis Center is a non-for-profit Performing Arts Center that could not afford to be shut down and have a loss of revenue while we were expanding their facility. The project included a lobby expansion, new valet parking garage and extensive site work improvements. **Weitz worked closely with the Kravis Center to phase the project so construction could progress on a fast-track basis and the winter show season could progress.** Additional project stakeholders that were part of this planning were the City of West Palm Beach Building Department and City of West Palm Beach Fire Department.

The Kravis Center site is located west of City Place, a mixed-use development including active retail stores, restaurants and rental apartments. Located on the north side is Dreyfoos School of the Arts, a Palm Beach County public high school. **Direct communication began early with the owner of the neighboring City Place Apartments and high school administration so they clearly understood our project schedule, traffic routing for deliveries and parking spaces that were taken out of service during construction.** The cadence of the communication was regular to ensure the project ran smoothly and disruptions to the community were minimal.



The Kravis Center for the Performing Arts
The Kravis Center project team minimized disruptions to the surrounding neighborhood and school by keeping communication constant with all stakeholders.

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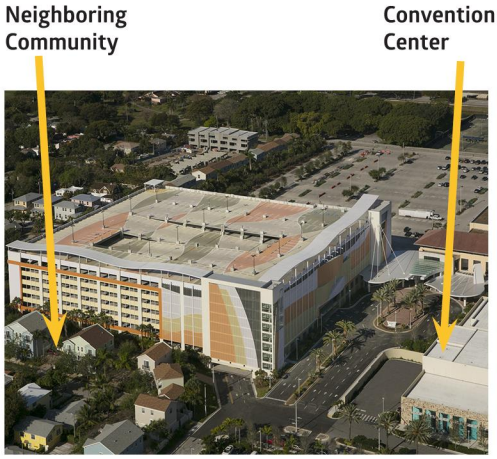
PBC PARKING GARAGE AT CONVENTION CENTER

Activities at the Palm Beach County Convention Center continued throughout the construction of the new 944,140 SF, nine-level parking garage. This created daily challenges to maintaining a safe and efficient construction operation. Through excellent planning, communication and coordination, we minimized disruptions to the surrounding townhomes and the occupied Convention Center while constructing the new parking garage.

As part of the commitment to the communities that we serve, Weitz actively supports minority-owned and disadvantaged businesses as well as small business enterprises. During preconstruction our team strategized determine the best method of construction, not only for the durability and long life of the structure, but also to maximize employment opportunities for local labor and small businesses. Choosing the option that would utilize a larger portion of the local labor force was important to us and the local men and women who helped us build the monumental project. **The Weitz team nearly doubled the client's 15% SBE participation goal and achieved 29.4% SBE and M/WBE participation.**



Sensitivity to Surroundings
Weitz held outreach meetings with the local residents to assure we were being good neighbors. See neighboring community at the bottom left.

RIVIERA BEACH MARINA REDEVELOPMENT

The 28-acre redevelopment to Riviera Beach Marina Village transformed the city's working waterfront into a modern, vibrant and exciting destination enjoyed by residents and visitors. **The Weitz Company far exceeded the City's goal for using small, local, and minority-owned subcontractors.** 46% of the labor was subcontracted to certified Small Business Enterprise (SBE), 21% to Minority or Women-Owned Business Enterprise (M/WBE) firms and 31% to Local Business Enterprises (LBE). The County's state goal was 15% participation. Through multiple outreach events, Weitz was able to exceed the County's participation goals.

Riviera Beach Marina

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6 - Describe the Proposer's ability to work with other consultants designated by the City.

ABILITY TO WORK WITH CONSULTANTS

The Weitz approach is informed by the goals, plans and strategies of our clients. Every project is part of an ongoing relationship that has these larger interests in mind, and our ability to move them forward is how we measure our success.

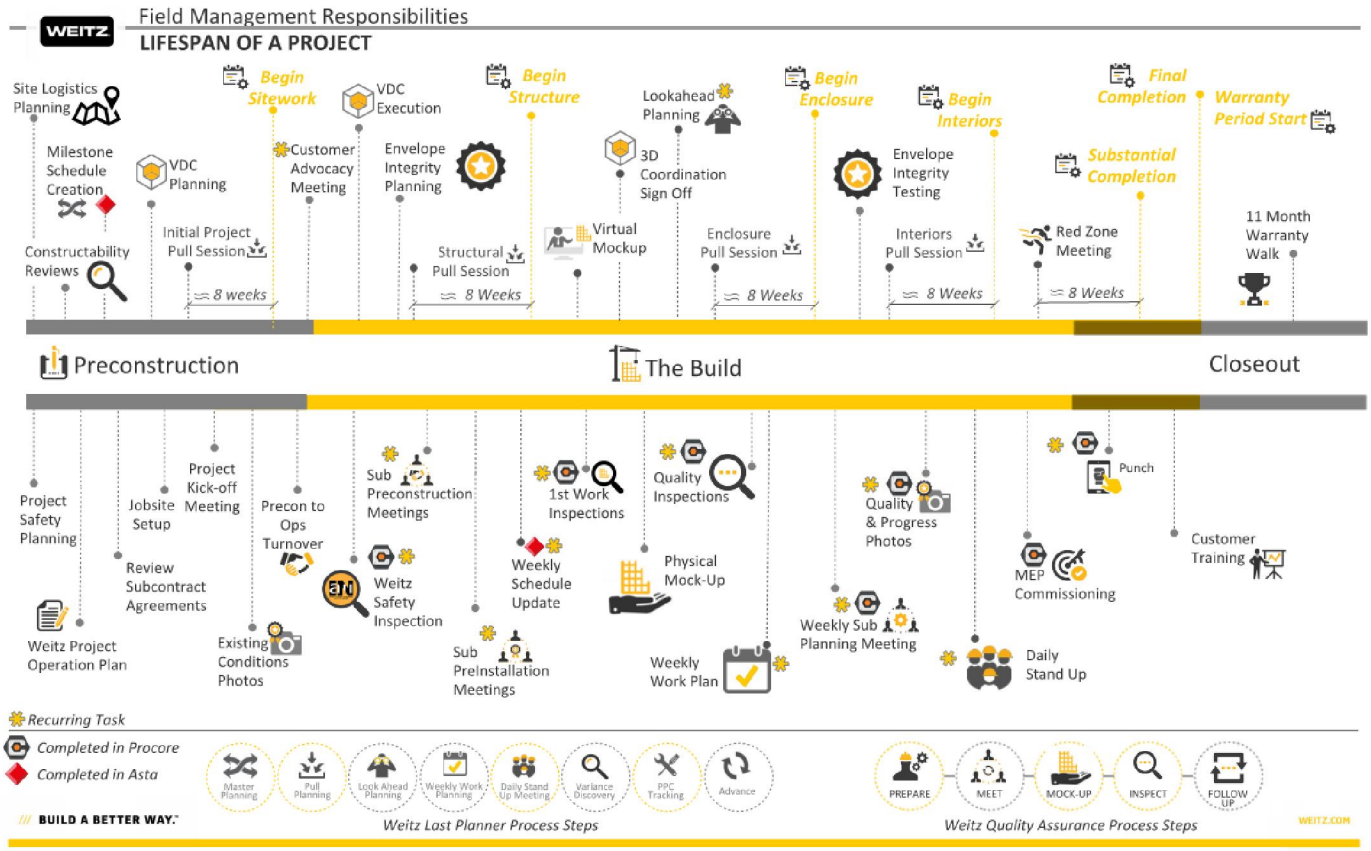
APPROACH TO CONSTRUCTION MANAGEMENT AND WORKING TOGETHER

Our project management approach starts smart. Upon being awarded this project, we will request a meeting with the entire project team to discuss your goals, and then be **your advocate in achieving the stated goals.** Projects are often driven by cost, schedule, and quality, but there are other goals that can determine whether the project is a long-lasting success. We will work to identify those so we can ensure all of your project goals are met every step of the way.

Throughout the project, the Weitz team will be communicative and collaborative partners. By specializing in the construction of parking structures, Weitz has gained unique insight into what makes these projects the most successful. We have found that at the **center of this success is collaboration.** Decisions are then made on the basis of what is best for your project. This creates an environment conducive to success. Weitz will use a number of tools to help accomplish continuous communication during preconstruction and construction. We do this by effectively utilizing our tools to predict costs accurately, providing guidance in system and product selections, conduct constructability reviews, coordinate 3D design, and more.

Every building project has stated delivery expectation: on time, on budget and on spec. **Our team's experience allows us to be an active, resourceful and positive team player on your project.** Outcomes include providing you the "best value-for-dollars spent" for your project and ensure your project meets all your goals and is delivered in a safe and timely matter with the utmost care for quality.

Below, you can see the standard field management action items and responsibilities that exist within a construction project's lifecycle. We believe this process is unique in that it reduces standardization of deviation, provides consistency in our projects, and is a way for subcontractors to see our process and how they fit in.



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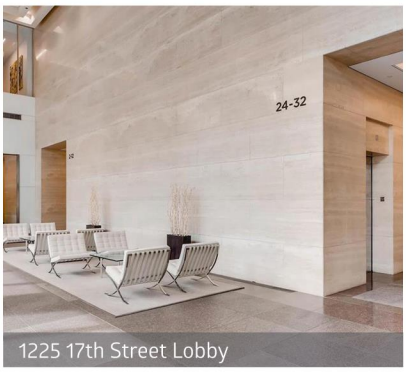
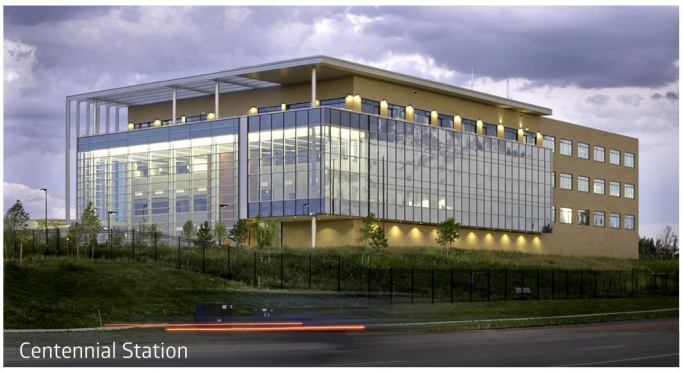
WEITZ AND GENSLER EXPERIENCE

The Weitz Company and Gensler have a longstanding collaborative relationship on projects around the U.S. **Our experience working with Gensler dates back to 1979. Since then we have completed over 50 projects together.** Here is a sample of the many projects we have completed together.

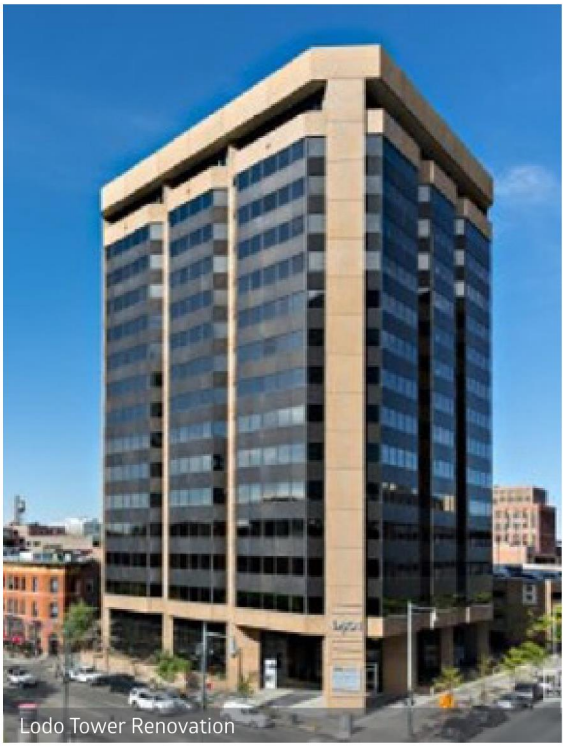


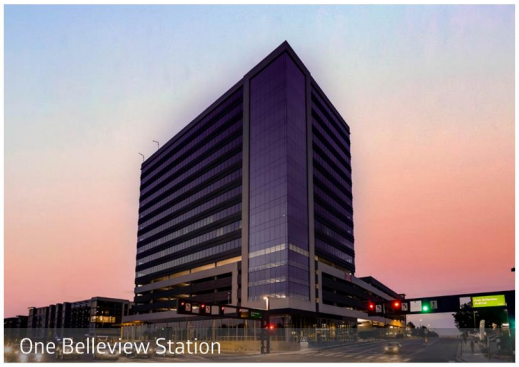
1225 17th Street Lobby


Centennial Station

Gensler

50+
Projects
Together


Lodo Tower Renovation


One Belleview Station

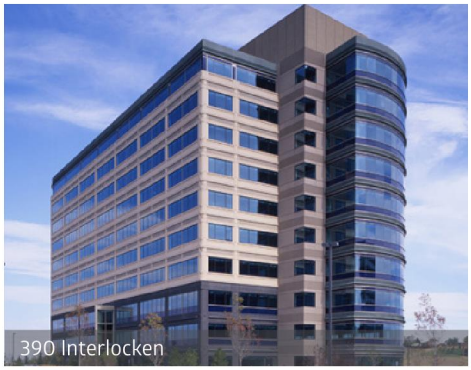
One Fillmore Place

41
Year
Relationship

$450
Million
Dollars of
Completed
Projects

Central Park Tower

6900 Layton


390 Interlocken

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SECTION 04

Past Performances and References

Fourth District Court of Appeal, New Courthouse & Garage

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1 - Provide detailed information on five (5) of the Proposer's most recent and relevant projects similar in scope and nature to the services described in the solicitation. Include an e-mail address for the "Point of Contact". Note: Do not include work/services performed for the City of Coral Gables or City employees as references.

RELEVANT EXPERIENCE

See the following 5 pages for Weitz most recent and relevant projects.

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PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER

WEST PALM BEACH, FL

DESCRIPTION

Constructed by The Weitz Company, this project featured construction of a **nine level cast-in-place concrete parking garage** on the existing surface parking lot of the Palm Beach County Convention Center in West Palm Beach, Florida. There is one level of parking below grade with eight elevated deck levels with a total **parking capacity of 2,650 cars.** The north elevation and portions of the east and south are decorative aluminum framing with perforated aluminum grillage. There is also an aluminum canopy feature at portions of the roof line. **There are four traction elevators and parking control equipment.** The basement level and portions of the top deck have fire protection. The basement level houses a small office and has forced ventilation and CO monitoring.

The design of the parking structure is cohesive with the aesthetics and fabric of the surrounding **urban neighborhood** and adjacent buildings. **The project includes a lushly landscaped entry and a link between the parking garage and convention center via a new covered entry/drop off.**

POINT OF CONTACT

Palm Beach County Facilities Development & Operations
Fernando Del Dago
2633 Vista Parkway
West Palm Beach, Florida 33411
P: 561.233.5276
E: FDeldago@pbcgov.org

ARCHITECT

Leo A Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, Florida 33401

PROJECT DATES

Start: June 2015
Completion: April 2017

2,650 CARS

PROJECT RELEVANCY

- 9-Level Parking Structure
- CM at Risk Delivery
- Public Client
- Downtown Urban Site
- Proposed Staff Involved
- Cast-In-Place Concrete Structure
- $45.7 Million

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MIAMI DADE COLLEGE WOLFSON CAMPUS PARKING GARAGE

MIAMI, FL

DESCRIPTION

This project is a **7-level, 204,770 SF parking garage located on Miami Dade College's Wolfson Campus in downtown Miami, Florida.** The garage was built with tilt-up construction using architectural precast concrete fabricated off-site. It was designed to accommodate 597 vehicles. Part of the first floor and all of the second floor is reserved for the employees of the Federal Bureau of Prisons (located across the street), who have their own secure entrance. The remainder of the garage is used by the College

Architectural highlights include large perforated aluminum panels in the shape of the Miami Dade College logo hung from the south elevation. On the north and east elevations, the logo is cast in concrete and painted blue.

Building this project just 11 inches away from the property line, the Weitz team worked closely with the College and neighboring building occupants to ensure all proper notice was provided prior to installing any precast pieces.

POINT OF CONTACT

Miami Dade College
Leo Bobadilla
11011 SW 104th Street, Room 9454
Miami, Florida 33132
P: 305.237.2402
E: lbobadi1@mdc.edu

ARCHITECT

Leo A Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, Florida 33401

PROJECT DATES

Start: July 2015
Completion: August 2016

597 CARS

PROJECT RELEVANCY

- 7-Level Parking Structure
- Design-Build Delivery
- Public Client
- Downtown Urban Site
- $14.9 Million

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FOURTH DISTRICT COURT OF APPEAL, NEW COURTHOUSE & GARAGE

WEST PALM BEACH, FL

DESCRIPTION

The new 3-story, 43,711 SF courthouse building includes a secure lobby with bullet resistant glass and a metal detector; one courtroom with extensive mahogany-stained millwork and intricate barreled ceilings with glass reinforced panels; 14 judicial suites each inclusive of an assistant space, two staff attorney offices, a kitchenette, and the judges office; and a courtyard on the second floor of the courthouse located directly above the courtroom.

Parking is provided in the new pre-cast parking garage located behind the courthouse. **The garage is a 106,346 SF, four-story structure with a total of 334 spaces.** The first level, with 95 spaces, is dedicated exclusively to the Fourth District Court and has an entrance from the south. The upper levels are reserved for the State employees who have **access to the garage through a ramp on the east side of the garage.** An artistic, colorful mural was painted on the upper deck of the courthouse parking garage. The participation in the County's Art-in-Public Places program and Art-in-State Buildings program engaged local artists to infuse creativity into the project.

POINT OF CONTACT

State of Florida Department of Management Services
Gene Nicoloso
4050 Esplnade Way
Tallahassee, Florida 32399
P: 904.359.6093
E: eugenio.nicoloso@dms.myflorida.com

ARCHITECT

KBJ Architects
510 Julia Street
Jacksonville, Florida 32202

PROJECT DATES

Start: July 2016
Completion: December 2017

334
CARS

PROJECT RELEVANCY

- 4-Level Parking Structure
- CM at Risk Delivery
- Public Client
- Downtown Urban Site
- $23.7 Million

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KRAVIS CENTER VALET GARAGE & RENOVATIONS

WEST PALM BEACH, FL

DESCRIPTION

This Design-Build project encompassed improvements that elevates and enhances the customer experience, improves the flow of traffic in and around the Kravis Center, and makes the Center a more accessible/pedestrian-friendly venue for the entire community. Improvements include: a **new valet parking garage;** an expansion to the Dreyfoos Hall lobby along with a new grand plaza; **upgrades to the west main entrance, west drop-off canopy and Cohen Pavilion canopy; improvements to the existing parking garage including a new 4th floor ramp;** and a new signage plaza at the southwest corner of the property. The sign itself will be a lenticular 3D "moving" sign to draw attention to the venue's coming attractions.

The new 3-level valet parking garage includes 278 parking stalls. Located on the 3rd level of the garage is a covered walkway bridge for pedestrians that connects to the Performing Arts Center. Located at the main entrance is a covered canopy for guest drop-offs (see bottom left photo.)

POINT OF CONTACT

Raymond F. Kravis Center for the Performing Arts
Jim Mitchell
701 Okeechobee Boulevard
West Palm Beach, Florida 33401
United States
P: 561.651.4237
E: mitchell@kravis.org

ARCHITECT

Leo A Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, Florida 33401

PROJECT DATES

Start: January 2018
Completion: November 2019

278 CARS

PROJECT RELEVANCY

- 3-Level Parking Structure
- Design-Build Delivery
- Downtown Urban Site
- Proposed Staff Involved
- $44.3 Million

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FLORIDA POWER & LIGHT CORPORATE CAMPUS, PHASE I

PALM BEACH GARDENS, FL

DESCRIPTION

This 6-level, 280,000 SF Class A office building is designed to withstand Category 5 Hurricane force winds and will feature a cafeteria with commercial kitchen, fitness/wellness center, Tier III data center, typical office building amenities and conferencing center. The project will also include an attached **700-space, 3-level parking structure** including a photovoltaic solar array, back-up battery storage and **electric vehicle charging capabilities,** and central energy plant. The structure will be framed with structural steel and cladded with curtain wall and metal panels.

POINT OF CONTACT

Florida Power & Light Company
Kevin Hughes
700 Universe Boulevard
P.O. Box 14000
Juno Beach, Florida 33408
P: 561.691.2807
E: Kevin.hughes@fpl.com

ARCHITECT

Perkins + Will Architects
2800 Ponce De Leon Blvd, Suite 1300
Coral Gables, Florida 33134

PROJECT DATES

Start: March 2020
Anticipated Completion: April 2022

700
CARS

PROJECT RELEVANCY

- 3-Level Parking Structure
- CM at Risk
- Electric Vehicle Charging
- $143.9 Million

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MOBILITY HUB DESIGN CONSIDERATIONS & CONSTRUCTABILITY

1 Structure System Selection

- Cast-In-Place vs. Precast
- Vertical Expansion Capabilities

2 Ventilation Requirements

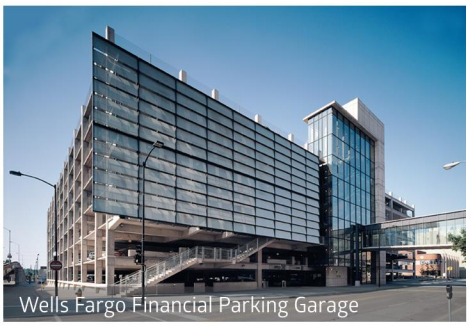
- Forced vs. Non-Forced

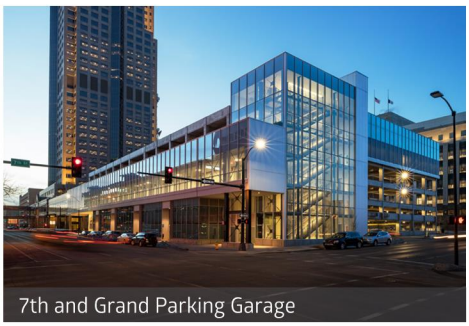
3 Technology

- Car Counting
- Access Control
- Parking Payment
- Drive Isle Sizing

4 Parking Space

5 Expansion and Joint Locations


Wells Fargo Financial Parking Garage


7th and Grand Parking Garage

Ames Intermodal Transportation Facility

FUTURE MOBILITY CONSIDERATIONS FOR YOUR MOBILITY HUB

- Less Parking Required - Design Garage Flexibility for Occupancy Change
- More Electric Vehicle Charging - Larger Electrical Room
- Future Railway Provisions
- Vertiport Adaptability
- Autonomous Vehicle Storage

GARAGE & MOBILITY PRECONSTRUCTION MANAGER

Gary Hennings will work closely with the design team to ensure all aspects of constructability are incorporated into the project. Analyzing parking space and drive isle sizing along with traffic routing and ramp locations are items where Gary will support the design team during preconstruction. From a constructability stand point, we will use our 40+ years of building garages to ensure our parking garage lessons learned are incorporated into the project, this ensures an efficient build and quality installations throughout the project.

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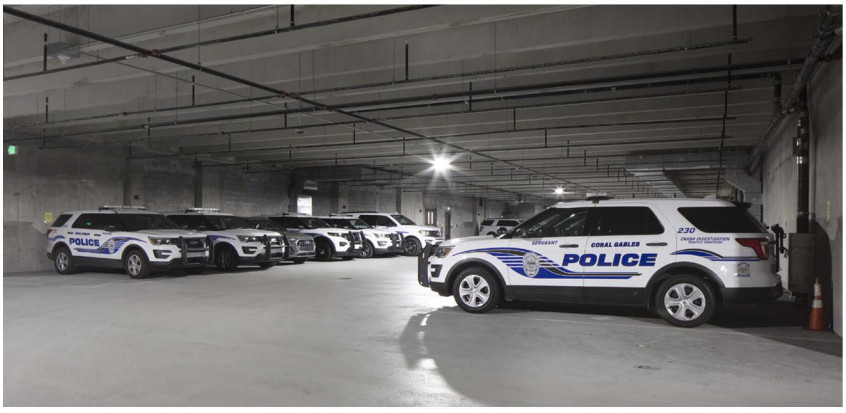
2 - List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City".

NEW CORAL GABLES PUBLIC SAFETY BUILDING, CORAL GABLES, FL	
NAME OF THE CITY DEPARTMENT	City of Coral Gables
SCOPE OF WORK PERFORMED	The new Public Safety Building functions as the headquarters for the City's police and fire departments and the Emergency Operations Center. Also included is a 74,000 SF, 160-stall parking garage.
AWARDED VALUE OF THE CONTRACT/CURRENT VALUE	Initial Contract: $52,250,000 Final Contract: $46,658,348 Total Project Amount: $55,667,227
EFFECTIVE DATES AND TERM OF THE CONTRACT	December 7, 2018 - December 18, 2020
CITY PROJECT MANAGER'S NAME AND PHONE NUMBER	Ernesto Pino P: 305.460.5004
PROPOSER'S ROLE ON PROJECT	Construction Manager
PROJECT RESULTS	Project completed



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3 - Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

PUBLIC SECTOR CONTACT INFORMATION

The Weitz Company has not been terminated from any Public Sector contracts in the last two years.

3 A - Please identify each incident within the last five (5) years where (a) a civil, criminal administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP

LITIGATION HISTORY

The Weitz Company, in the normal course of business, is party to various matters of litigation. The Weitz Company intends to vigorously defend its actions and does not anticipate losses, if any, to have a material effect on the company's net worth.

CLAIMS WITHIN THE LAST 5 YEARS			
DATE	**PROJECT**	**DESCRIPTION**	**STATUS**
2019	The Whitney Condominium	Chapter 558 Condominium Claim	Open
2018	Quail Ridge Country Club	Final payment that was in dispute was amicably resolved with the owner. Final Payment was received.	Closed
2016	The Metropolitan	Chapter 558 Condominium Claim	Closed

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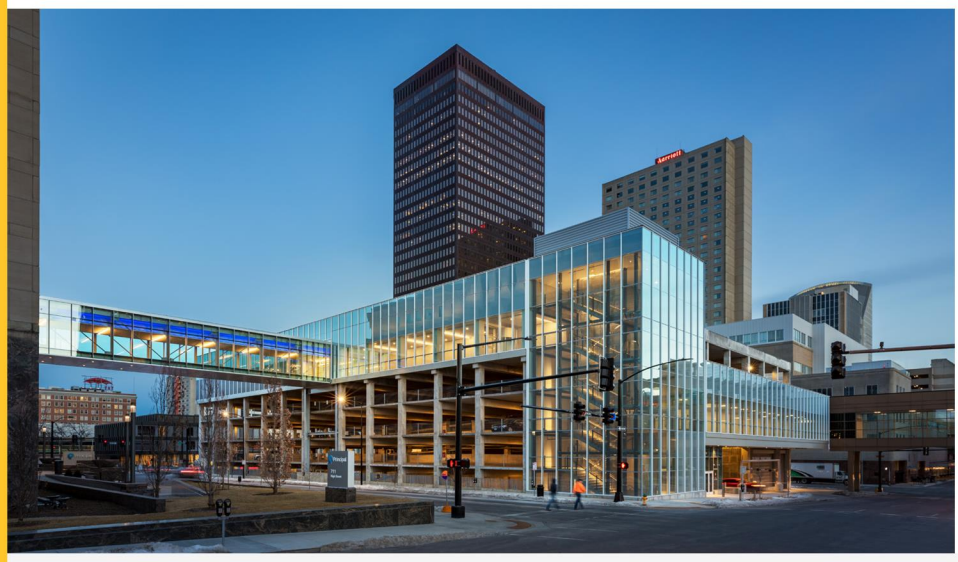

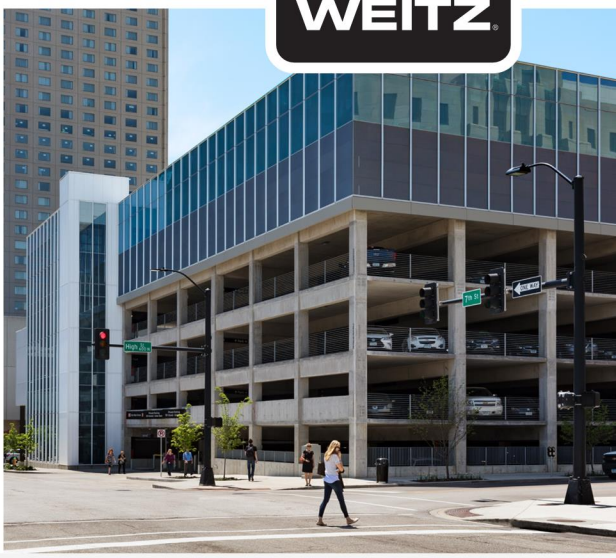

CONTACTS

DENNIS GALLAGHER
Executive Vice President

E: dennis.gallagher@weitz.com
P: 561.687.4832

1214 S. Andrews Avenue, Suite 302
Fort Lauderdale, FL 33316