CITY OF NAPLES AIRPORT AUTHORITY (NAA)
Board of Commissioners
Notice of Consultant Selection Committee Meeting

General Aviation Terminal, Larson Conference Room, 160 Aviation Drive N., Naples, FL
Wednesday, June 1, 2022
1:30 p.m.

Commissioner Kerry C. Dustin – Chair
Commissioner Rick Ruppert – Vice Chair, Consultant Selection Committee Chair, Audit Committee Member
Commissioner Michael Lenhard – Audit Committee and Consultant Selection Committee Member
Commissioner Donna M. Messer – NCC and TAC Liaison
Commissioner Rita Cuddihy – Audit Committee Chair
Executive Director: Christopher A. Rozansky
Authority Attorney: William L. Owens, Esq. of Bond, Schoeneck & King, PLLC

Welcome. If you wish to address the Consultant Selection Committee regarding an item listed on the Agenda, please complete a Speaker Registration form and hand it to the Executive Assistant prior to consideration of that item. We ask that speakers limit comments to 5 minutes and that large groups name a spokesperson whenever possible. All written, audio-visual, and other materials distributed to Committee members or staff during this meeting will become the property of NAA and will be a public record. Thank you for your interest and participation.

NOTICE

Formal action may be taken on any item listed on the Agenda below, or added to the Agenda before or during the meeting, or discussed during the meeting without being added to the Agenda. Also, the sequence of items may be changed as the meeting progresses.

Any person who decides to appeal a decision of this Committee with respect to any matter considered at this meeting (or hearing) will need a record of the proceeding and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be heard.

Any person with a disability requiring auxiliary aids or services in order to participate in this proceeding for meetings at the City Council Chamber may call the City Clerk's Office at 213-1015, or for meetings at the Airport Office Building, the NAA Executive Assistant's Office at 643-0733, with requests at least two business days before the meeting.

Information on Action Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. AGENDA (Add, delete or re-sequence items)

D. DISCUSSION ITEM

1. **Interviews and Ranking of Responses for Qualifications and Proposals for Construction Manager at Risk Services (CMAR) - North Road Terminal Upgrade Program**

   a. DeAngelis Diamond

   b. Manhattan Construction

   c. Suffolk Construction

E. PUBLIC COMMENTS (Public comments accepted for items not otherwise listed on the Agenda; 5 minute limit)

F. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

G. ADJOURN

Information on Discussion Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.

NOTE: The Consultant Selection Committee is comprised of Committee Chair Ruppert and Commissioner Lenhard. All NAA Commissioners are welcome to attend and can "opt in" to participate and vote.

To: Honorable Chair of the Consultant Selection Committee and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Kerry Keith, Senior Director of Airport Development

Meeting Date: June 1, 2022

Re: **DISCUSSION ITEM**

1. **Interviews and Ranking of Responses to Request for Qualifications and Proposals (RFP) for Construction Manager at Risk Services (CMAR) – North Road Terminal Upgrade Program**

ACTION REQUESTED: Interview the three shortlisted firms and make a rank-order recommendation to the full Board for their meeting on June 16th.

BACKGROUND: An RFP for the Construction Manager at Risk Services for the North Road Terminal Upgrade Program was issued on March 28th. The RFP was advertised and posted to the www.flynaples.com website, the Naples Daily News, DemandStar and the Florida Airports Council.

Prior to the submittal deadline of April 27th, the City of Naples Airport Authority received five proposals in response to the RFP for Construction Manager at Risk Services - North Road Terminal Upgrade Program. Every submittal was carefully evaluated by select members of the NAA Staff at a public meeting held on May 2nd, and the following three firms have been shortlisted for further consideration:

1. DeAngelis Diamond
2. Manhattan Construction Company
3. Suffolk Construction

The Consultant Selection Committee meeting is scheduled for Wednesday, June 1st from 1:30 -5 p.m. The first five minutes of the meeting will allow time for Committee member comments and questions regarding the RFP and selection process. Once that is completed, each firm will have up to 25 minutes for their presentation followed by a 20-minute question and answer period.

A summary of the RFP which includes the scope of services being sought is included in this packet. The entire RFP comprises 138 pages, including Addendums and is available at https://www.flynaples.com/wp-content/uploads/2022-RFP_North-Road-Terminal-Upgrade_CMAR_Services-3.28.pdf

After all presentations are complete, the Committee will be asked to provide a ranking of the firms interviewed. The results of the Consultant Selection Committee will be presented to the full Board for approval on June 16, 2022.

COMMUNICATIONS PLAN: The firms will be notified of the final ranking, and the results will be posted on our web site.

REQUEST FOR QUALIFICATIONS AND PROPOSALS

CONSTRUCTION MANAGER AT RISK SERVICES

North Road Terminal Upgrade Program

City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

RFP Issue Date
March 28, 2022

Submittal Date
April 27, 2022

A. NOTICE

The City of Naples Airport Authority (NAA) is requesting Statements of Qualifications from qualified Contractors for Construction Manager at Risk services for the Naples Airport North Road Terminal (NRT) upgrade. This project may also include construction of a Consolidated Rental Car Facility (ConRAC) in the vicinity of the NRT and Solar and/or covered parking alternatives. Services to be provided will entail a commitment by the Construction Manager to deliver the project within the Guaranteed Maximum Price (GMP) which is based on the construction documents to be provided by the design firm.

B. TIMELINE

Scheduled Item	Scheduled Date
Request for Qualifications (RFP) Issue Date	Monday, March 28, 2022
Pre-Submittal Site Visit and Q&A - Naples Airport ARFF Station #3, 2433 Tower Drive, Naples FL 34104	Friday, April 8, 2022 9:30 A.M.
Requests for Information Deadline (Questions) emailed to kkeith@flynaples.com in Microsoft WORD format	Wednesday, April 20, 2022 3:00 P.M.
Final Addendum posted on www.flynaples.com	Friday, April 22, 2022
RFP Submittal Deadline and Location Naples Airport GA Terminal- 2nd Floor Receptionist Desk 160 Aviation Drive North, Naples Florida 34104	Wednesday, April 27, 2022 4:00 P.M.
Staff Committee Evaluation of Submittals to Determine Shortlist Public Meeting - Naples Airport Larson Conference Room 160 Aviation Drive North, Naples, FL 34104 and ZOOM (see pg. 6)	Monday, May 2, 2022 9:00 A.M.
Publication of Shortlist on www.flynaples.com	Wednesday, May 4, 2022
Presentations and Interviews -NAA Consultant Selection Committee Public Meeting - Location TBD	Wednesday, June 1, 2022 1:30 to 5:00 P.M.
Selection Committee Ranking Approval by NAA Board	June 16, 2022
Contract Negotiations Begin With #1 Ranked Firm	June 16, 2022

C. CITY OF NAPLES AIRPORT AUTHORITY

The NAA was created under Laws of Florida 69-1326, as amended, as an independent authority responsible for the operation of the Naples Municipal Airport. It is governed by a five (5) member volunteer Board of Commissioners who are appointed by the Naples City Council. Under their direction, an Executive Director manages the airport and its programs.

The NAA financially supports itself directly from aviation fuel sales and airport user fees, and indirectly by airport user taxes. No local, state or federal general taxes, such as property, utility, sales, intangible or income taxes directly support the NAA. The NAA receives, for certain capital projects, state and federal financial funds.
General information about the Naples Airport Authority can be obtained from our official website http://www.flynaples.com/.

D. SCOPE OF SERVICES AND DELIVERABLES

The selected CMAR for the NRT Upgrade Program will work closely with the NAA staff and the Design firm selected by Owner ("Design Professional") on all elements of the project, including but not limited to the design of interior, exterior and sitework improvements, code upgrades, HVAC upgrades, and electrical system upgrades. Services to be provided for the ConRAC facility, if necessary, will include planning, site selection, design, and construction. Services to be provided for the solar or covered parking facility, if necessary, will include planning, site selection, design, and construction.

Working closely with NAA Staff and the Design Professional, for the NRT Upgrade Program, the (CMAR) will commit to deliver the project within a GMP which is based on the construction documents and specifications plus any reasonably inferred items or tasks.

The work to be provided by the CMAR pursuant to the CMAR Contract (collectively, the "Work") shall be performed essentially in two phases, those phases being Pre-Construction Phase Services and Construction Phase Services. At the discretion of Owner, those two phases may overlap. Further, the Work shall be performed in accordance with the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. A sample NAA CMAR Contract will be posted on the NAA Website as an Addendum, (Attachment A) after reviewed for legal sufficiency.

Included in the GMP will be a contingency line item to take care of bid overages, reasonably inferred items and other project related items that may arise during construction.

E. CONTENT OF RESPONSES

Respondents are encouraged to keep their proposals concise and to exclude marketing materials.

The following sections and contents are required:

A. COVER LETTER: Provide a one-page transmittal letter introducing the CMAR team, prepared on the Team Lead's company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number, email address, signed by an individual who is authorized to commit the firm to the services and requirements of this Request for Qualifications and Proposals, (the "RFP") and consequent task orders. The transmittal letter shall also acknowledge any addenda pertaining to this RFP. Any exceptions to the terms and provisions of the sample Service Agreement must be addressed in the RFP Response Transmittal Letter. The Authority maintains the right to reject the respondent's exceptions.

B. TEAM INTRODUCTION AND RESUMES: Provide the resumes and qualifications of the key personnel who will perform the Work, relevant licensing information, and any other documentation of experience. This will demonstrate the ability of professional team personnel as shown by their level of experience on projects of similar type, size, and complexity and will measure how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site.

C. SPECIALIZED EXPERIENCE, TECHNICAL COMPETENCE AND REFERENCES: Provide examples of similar CMAR Construction projects completed within the past five years. Complete the ***Reference Information Form (REF-2)*** and include at least three recent (within the last five years) professional references from clients who can provide information regarding the Firm's

ability to manage similar contracts and quality and breadth of services provided on similar projects. NAA **must** be able to contact your references.

D. PROJECT UNDERSTANDING: Demonstrate an understanding of the key elements of the Project by providing a project/program management and implementation strategy, including a plan for value engineering, cost control and the approach to the construction safety and phasing plan.

E. WORKLOAD: Describe the Team's ability to take on additional projects and ability to offer the breadth and quality of services required for the project.

F. Feel free to provide any additional appropriate information that may help us in understanding how your experience and qualifications relate to an organization such as the Naples Airport Authority and any additional services that your firm may provide.

The response to this RFP should be organized in the order set forth above.

F. INSTRUCTIONS FOR PROPOSERS

Respondent shall carefully review and address all of the evaluation criteria outlined in this request. In order to be considered, respondent will demonstrate the firm's ability to provide the required services as listed in this RFP. A copy of the Selection Committee Ranking guideline to be used in assessing each submittal including guidance as to the relative importance we place on each evaluation factor is attached for your information (please see Exhibit B). Any data furnished by the NAA is for informational purposes only. The full response shall not exceed thirty (30) pages and shall include all resumes requested in section E. Do not use tabs to delineate sections or place submittal in a binder.

1. Responses and Deadline

All responses to this RFP must be submitted to:

Kerry Keith, Senior Director of Airport Development
City of Naples Airport Authority
160 Aviation Drive North
Naples, FL 34104

No later than Wednesday, April 27, 2022, 4:00 P.M.

Submittals shall be sealed and clearly marked on the outside:

CMAR SERVICES
NRT Upgrade Program

The delivery of the response to the NAA prior to the deadline is solely and strictly the responsibility of the responder.

2. Number of Copies

One (1) unbound, one-sided, labelled, printed original submittal is required, along with five (5) unbound two-sided copies, and one (1) USB flash memory card (USB flash drive), containing the submittal, exactly like the unbound printed original in Adobe Acrobat pdf format. Electronic format copy shall be one continuous file. Submissions via facsimile will not be accepted.

3. Rejection of Responses, Cost of Preparation, Public Disclosure

Responding to this RFP will in no way be construed as a commitment on the part of the NAA. The NAA reserves the right to reject any or all responses. The NAA may waive any irregularities in the RFP or the submitted responses and may cancel, re-advertise, postpone, or modify the RFP schedule at any time. The NAA is not responsible for any costs incurred during the preparation and submittal of a response to this RFP. All submittals will become the property of the NAA. The NAA adheres to open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the NAA are subject to public disclosure. The Respondent specifically waives any claims against the NAA related to the disclosure of any materials.

4. Pre-Submittal Site Visit and Q&A

All prospective Respondents are encouraged to attend a non-mandatory Pre-Submittal Site Visit and Q&A which will be held on Friday, April 8, 2022 at 9:30 AM local time in the Naples Airport ARFF Station, 2433 Tower Drive, Naples, FL 34104.

5. Requests for Interpretation or Clarification

Questions concerning this RFP shall be submitted in writing via email, in Microsoft Word format to Kerry Keith, Senior Director of Airport Development at kkeith@flynaples.com by Wednesday, April 20, 2022 at 3:00 P.M. Respondents are encouraged to verify receipt of questions emailed to the NAA. Questions will be answered and posted online as an addendum on the NAA's website: https://www.flynaples.com/doing-business-with-the-authority/open-bids/ by the close of business on Wednesday, April 22, 2022. Responders are strongly advised to monitor this site for any additional information and/or addenda regarding this solicitation right up to submittal date.

Only emailed questions will be addressed and answered as an addendum. The issuance of such posted responses is the only official method by which interpretation, clarification or additional information will be given by the NAA. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect. **In order to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award, responders shall not contact any other City of Naples Airport Authority Employees, Agents, City of Naples Elected Officials, City of Naples Employees or Naples Airport Authority Board Members regarding this RFP from advertisement date through NAA Board Consultant Selection Committee Recommendation to the full NAA Board on June 16, 2022.**

6. Supplemental Information

The NAA reserves the right to request any supplementary information it deems necessary to evaluate responder's experience, qualifications, or clarify or substantiate any information contained in the responder response.

7. Disadvantaged Business Enterprise

The NAA recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the NAA are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. The NAA has a progressive Disadvantaged, Minority, and Women-Owned Business Enterprises Program in place and encourages Disadvantaged, Minority, and Women-Owned Business

Enterprises to participate in its RFP process. All responding parties are required to make all efforts reasonably necessary to ensure that Disadvantaged, Minority and Women-Owned Business Enterprises have a full and fair opportunity to compete for this contract.

8. Americans with Disabilities

The NAA adheres to the Americans with Disabilities Act and will make reasonable modifications for access to Airport services, programs, and activities. Please call (239) 643- 0733 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the NAA time to provide the requested services.

G. SELECTION PROCEDURE

An Authority Staff Committee shall evaluate responses to this RFP and short-list no more than three firms at a public meeting on May 2, at 9:00 AM in the Naples Airport GAT 2nd Floor Conference Room, 160 Aviation Drive North, Naples FL 34104. A copy of the Submittal Review Guidelines is attached (Exhibit "B"). The Public is encouraged to participate via ZOOM at the following link:

https://us06web.zoom.us/j/86006594938?pwd=WTdURk5RWjZVVTlYT1h4bnZhNW50dz09

The short list shall be published on the Authority's website. Short-listed team presentations and evaluations by the NAA Board Consultant Selection Committee are tentatively scheduled to occur at a meeting on June 1, 2022. The presenters for each team will be limited to three individuals, to include the proposed Construction Manager, the Project Manager, and the Project Superintendent. Presentations will be limited to 25 minutes with an additional 20 minutes for questions and answers.

Upon conclusion of presentations by all short-listed firms, the NAA Board Consultant Selection Committee will rank the presenting firms and submit the final ranking to the NAA Board of Commissioners at the June 16, 2022, NAA Board meeting for approval. Contract negotiations will then commence with the highest ranked firm. If successful negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are accomplished.

H. ASSURANCES

By responding to this RFP, the firm assures the NAA that, if selected, it will:

Not assign or transfer the NAA's account, or any portion of the NAA's business, without the NAA's prior written approval.

Act in the NAA's best interest at all times.

Sign the NAA's Construction Manager at Risk (CMAR) Agreement for the agreed-upon Work.

I. FAA REQUIRED PROVISIONS

General Civil Rights Provisions:
The Successful Respondent agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex,

age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Successful Respondent and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title Vi Solicitation Notice

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this Request for Proposal, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this Request for Proposal incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Successful Respondent has full responsibility to monitor compliance to the referenced statute or regulation. The Successful Respondent must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act Of 1970

All contracts and subcontracts that result from this Request for Proposal incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Successful Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Successful Respondent retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Successful Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

J. FLORIDA STATE PROCUREMENT LAW REQUIRED PROVISIONS

Anti-Collusion Statement

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective Respondent, seek to influence or gain the support of any member of the Authority favorable to the interest of any prospective Respondent or seek to influence or gain the support of any member of the Authority against the interest of any prospective Respondent. Any such activities shall result in the exclusion of the prospective proposer from consideration by the Authority.

Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Discriminatory Vendor List
An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Invoice Compliance
All invoices, bills, fees, or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

Travel Expenses
Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

Public Records
The Authority may unilaterally cancel the Service Agreement if the Successful Respondent refuses to allow the public access to all documents, papers, letters, or other material made or received by Successful Respondent in conjunction with the Service Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

No Contact
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Duty To Cooperate With Inspector General
Respondent agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

No Boycott/Prohibited Business
Respondent hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel.

E-Verify
The successful Respondent who becomes the Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the terms of the Agreement and. shall expressly require any subcontractors performing work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

K. FLORIDA PUBLIC RECORDS LAW REQUIRED PROVISIONS

(a) IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SERVICE AGREEMENT OR THIS REQUEST FOR PROPOSAL, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, administration@flynaples.com and/or 160 Aviation Drive North, Naples, Florida 34104.

(b) The Successful Respondent acknowledges and agrees that the Successful Respondent shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, the Successful Respondent hereby covenants and agrees that it shall:

(i) keep and maintain public records required by the Authority to perform the services under the Service Agreement;

(ii) upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Service Agreement and following completion of the Service Agreement if the Successful Respondent does not transfer the records to the Authority; and

(iv) upon completion of the Service Agreement, transfer, at no cost, to the Authority all public records in possession of the Successful Respondent or keep and maintain public records required by the Authority to perform the services under the Service Agreement. If the Successful Respondent transfers all public records to the Authority upon completion of the Service Agreement, The Successful Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Respondent keeps and maintains public records upon completion of the Service Agreement, the Successful Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

L. INCLUDED DOCUMENTS

Exhibit A: Scope of Work
Exhibit B: Selection Committee Ranking Guidelines
NAA Sample CMAR Construction Agreement (Attachment A or Addendum A)

Exhibit A
Scope of Work

A. **Pre-Construction Phase Services.** CMAR shall review and comment upon the construction documents being developed by Design Professional, (the "Construction Documents"). The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction Documents are developed by Design Professional through the various design phases set forth in the Design Professional Services Agreement between Design Professional and Owner ("Design Agreement"), CMAR shall provide Owner with detailed construction cost estimates with respect to those documents. CMAR agrees to attend any and all design and preconstruction conferences and to otherwise assist and cooperate with Design Professional with respect to the design of the Project. CMAR shall provide all other services during the Pre-Construction Phase of the Project as set forth in the Contract Documents (as such term is defined in the Contract).

During the Pre-Construction Phase, the Construction Manager shall function as a consultant of the NAA and as an integral part of the Project Team providing the following services, not limited to:

a) Work with the NAA, architects and engineers to develop the project to the construction phase
b) Solicit and pre-qualify subcontractors and vendors.
c) Prepare detailed schedule
d) Identify critical scheduling issues
e) Market analysis of bidding documents
f) Develop bid packages for efficient scheduling cost control and financial resource management
g) Establish project reporting systems
h) Establish milestones estimates to maintain Owner's budget and schedule
i) Provide and recommend value engineering and cost savings alternatives
j) Attend project related meetings
k) Develop the construction site utilization plan
l) Advertise for bids
m) Monitor, review and coordinate all addenda
n) Conduct pre-bid meetings to inform prospective bidders and minimize unknowns that may have impacted bids
o) Provide additional value engineering from subcontractors and vendors
p) Establish the Guaranteed Maximum Price (GMP) and confirm project schedule

B. **Construction Phase Services.** After the Construction Documents have been sufficiently completed by Design Professional and approved by Owner for all of the Work (or such portions thereof as may be designated by Owner in writing), and Owner and CMAR have agreed in writing upon the guaranteed maximum price to be paid CMAR and the Contract Time for the Work (or designated portions thereof) as hereafter provided, CMAR shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. Notwithstanding anything herein to the contrary, as and to the extent expressly directed and authorized by Owner in writing, CMAR shall commence to construct those portions of the Work designated by Owner even though the guaranteed maximum price and/or

Contract Time for the entire Work has not yet been agreed to by the parties, so long as they have agreed in writing upon the compensation to be paid CMAR and the performance time for such portion of the Work.

During the Construction Phase Services, the Construction Manager shall be responsible for:

a) Work with the NAA, architects, and engineers to develop the project throughout the construction phase
b) Provide additional value engineering from subcontractors and vendors
c) Maintain detailed schedule
d) Track and expedite critical scheduling issues
e) Market analysis of bidding documents
f) Award bid packages for efficient scheduling cost control and financial resource management
g) Maintain project reporting systems
h) Maintain milestones estimates to maintain Owner's budget and schedule
i) Provide and recommend value engineering and cost savings alternatives
j) Monitor the review and approval process of governing authorities
k) Attend project related meetings and provide written records of the meetings
l) Maintain a construction site utilization plan
m) Monitor, review and coordinate the RFI and ASI process
n) Conduct meetings to inform and communicate project coordination
o) Monitor / maintain cost associated the Guaranteed Maximum Price (GMP) and update project schedule.
p) Complete building through substantial completion and final completion.
q) Compile, catalog and submit required as-built documents, warranties.
r) Provide warranties service- 6-month, 11-month, 24-month walk throughs.

The construction project manager must be a licensed General Contractor, licensed in the State of Florida and the City of Naples.

The Design Professional Scope includes three (3) Phases. Discovery, Design, Construction Phase. The selected CMAR **may** – at Owner's sole discretion, be required to participate in Phase One- Discovery. The selected CMAR is **required** to participate in Phase Two – Design, and Phase Three- Construction Phase Services.

- **Phase One – Discovery**: During Phase One, the design firm will review preliminary NRT evaluation and design, completed as part of the initial feasibility report. Determine best options for expansion/ relocation/ optimization of existing facilities, which could include a ConRAC and evaluation of solar and/or covered parking alternatives.
- **Phase Two- Design**: Working closely with NAA Staff and the Construction Manager at Risk, the selected firm will perform design, prepare construction plans, prepare project specifications, procure Water Management permitting, prepare guaranteed maximum price (GMP), prepare project schedule, and prepare the Construction Safety Plan Compliance Document (SPCD)
- **Phase Three- Construction Phase Services**. The Design Professional will provide a resident project representative. Participate in construction progress meetings and site visits. Provide submittal and RFI review and responses. They will evaluate CMAR pay requests. Review and evaluate change orders and provide other services as requested.

Exhibit B
Selection Committee Ranking Guidelines
SAMPLE

RESPONSE RANKING	YOUR SCORE	%
Quality of Submittal		**5**
Team Introduction and Resumes • Key team members are qualified to perform the work categories of the project • Team success of delivery of similar projects		**25**
Experience and Qualifications Specialized experience and technical competence in the type of work required • Respondent has provided comparable projects with which they have been involved • References and past performance evaluations		**25**
Respondent has demonstrated understanding of key elements of the Project • Respondent has provided a logical approach to the tasks and issues of the Project • Plan for Cost Control • Approach to construction safety and phasing plan		**25**
The capacity to accomplish the work within a negotiated time frame • Respondent has adequate staff for this project • Current workload of the Respondent		**15**
Location of the Respondent's firm and knowledge of SW Florida and local issues; location criteria cannot be based on a political boundary (e.g. city or county limits)		**5**
TOTAL		**100**

Attachment A

NAA Sample CMAR Construction Agreement

THE SAMPLE CMAR CONSTRUCTION AGREEMENT WILL BE PROVIDED TO PROSPECTIVE PROPOSERS VIA AN ADDENDUM