

TOWN PARK VILLAGE NO 1, INC.

Request for Proposals Owner's Representative Services

For

THE TOWN PARK VILLAGE NO 1, INC. REHABILITATION PROJECT

The Town Park Village No 1, Inc., a Florida corporation, seeks proposals to provide Owner's Representative services for the construction phase of the rehabilitation of its property in Overtown.

The Town Park Village No 1, Inc.,
Board of Directors,

August 5, 2019

Please submit Proposals no later than 5:00 PM on Friday August 30, 2019 in order to be considered.

Town Park Village No 1 Inc., (“TPV”) with the support of the Southeast Overtown/Park West Community Redevelopment Agency of the City of the Miami (the “CRA”) is in the process of rehabilitating its residential cooperative housing complex located at 1680 NW 4th Avenue, Miami FL, consisting of nineteen (19) buildings and one hundred forty-seven (147) residential units, (the “Property”) in Overtown.

The Design Build team consists of the General Contractor, the Developer, the Architect, and the Relocation Specialist all of whom are members of HA Contracting Corp., (“HA”). The plan is to renovate all existing buildings and units (the “Project”).

TPV is currently seeking an Owner’s Representative to oversee the construction phase of the Project which will entail oversight of the renovation of the space, as well as management of the funding process which will be on a reimbursement basis from the CRA. TPV’s mission is to improve the quality of life for its residents by providing desirable affordable housing options in the Overtown community.

I. PROJECT OVERVIEW

With our actively committed Board of Directors (the “Board”), the CRA, and the Design Build team, TPV is entering the construction phase of the Project which is scheduled to begin in September 2019 and is currently scheduled to be completed in January 2022. Construction will be conducted in multiple phases. Each phase will include a relocation period, a demolition period, and a build-out period. Prior to the beginning of each Phase, the Design Build team will provide the CRA and TPV (including the Owner’s Rep) constructions drawings and budget estimates for their review and approval. Once approved, the Design Build team will pursue all required permits and entitlements.

II. CLIENT OVERVIEW

Town Park Village No. 1

TPV is cooperative housing corporation chartered under the laws of the State of Florida on March 14, 1970. The cooperative owns the Property for use by its members. The land and buildings are owned in fee simple title by the cooperative, and the members own and control all the cooperative's shares of stock. In addition to the residences, there is also a sales office, a meeting room, and laundry facilities on-site. The cooperative owns and maintains the plumbing and electrical system, furnace, air conditioner and water heater as well as the structural integrity of the building, its roof, exterior walls, windows, and foundation at no additional cost to the members. The cooperative also maintains the common grounds, sidewalks, fences, and parking facilities.

Project Objectives

As a result of long-standing deferred maintenance, structural, plumbing, and electrical

problems and life safety issues, the Property is in need of a gut rehabilitation of the units in order to bring it into compliance with all applicable laws and to make it a quality affordable housing option in the Overtown area by improving the quality of life for current and future residents.

The Project should be designed to meet the following minimum objectives:

1. An architectural aesthetic that is contemporary, functional, and appropriate within the scheme of the community.
2. An environmentally-responsible design to the highest level feasible by incorporating green materials and energy-efficient building systems throughout.
3. Completion on time and on budget.

Project Schedule

The Project Schedule will be provided to interested applicants upon request.

III. OWNER'S REPRESENTATIVE SCOPE OF SERVICES:

The Owner's Representative firm shall be TPV's agent, consultant, advisor, and authorized representative during the construction phase of the project through its completion and occupancy. The services are to be provided during the construction and closeout phases, which are described in further detail herein. While the scope may vary during the course of the project, at a minimum it is expected that the following be required:

CONSTRUCTION PHASE

A. Project Management & Controls

Once construction has started, the Owner's Representative shall act on behalf of TPV for all construction matters, except as otherwise directed by TPV. The Owner's Representative shall coordinate the Design Build team's work with the operations, activities, and responsibilities of TPV, and provide sufficient personnel with authority to achieve these objectives:

- Maintain a regular on-site presence throughout the course of construction and report findings;
- Schedule and conduct, as required, Project meetings at which TPV, CRA, and the Design Build team will discuss matters including procedures, progress, problems with ongoing operations, and other issues relevant to the successful completion of the work;
- Ensure the preparation and distribution of minutes of all meetings and shall track the progress of all action on items outlined;
- Review HA's administration of the Project, including construction reports, requests for change proposals and requests for information, review and approval of change proposals, dispute resolution, and issuance of change orders;

- Identify and report on potential variances between scheduled and probable completion dates;
- Review schedule for work not started or incomplete and recommend to TPV and HA adjustments in the schedule to meet their required completion date;
- Coordinate with HA for the installation of utilities;
- Recommend courses of action to TPV when requirements of any contracts are not being fulfilled;
- Coordinate the periodic inspection by the Architect and other necessary consultants on the work of the contractors;
- Record the progress of the project and review monthly management update report including reviewing HA's meeting minutes/field reports;
- Require HA to maintain at the Project site, on a current basis: records of all contracts; shop drawings; samples; purchases; materials; equipment; applicable handbooks; federal, commercial and technical standards and specifications; maintenance and operating manuals and revisions which arise out of the construction documents or the work.

B. Cost Tracking & Reporting

- Manage the Project budget and monitor the HA's anticipated expenses ensuring that all Project related costs are tracked in a timely and accurate manner and reported in regular updates.
- Provide regular monitoring (at least monthly) of the anticipated final cost report, showing actual costs for activities in progress and estimates for uncompleted tasks.
- Identify variances between actual and budgeted or estimated costs, and advise TPV whenever projected costs are anticipated to exceed budgets or estimates.
- Revise and refine the anticipated final construction cost, incorporating pending and approved changes, and potential exposures as they occur, and update develop cash flow reports and forecasts as needed.
- Arrange for the maintenance of cost accounting records on authorized work performed under unit costs, actual costs for labor and materials, or other bases requiring accounting records.
- Maintain a daily construction log.
- Develop, implement, and manage a procedure for the review and processing of applications by contractors for progress and final payments.
- Confirm all relevant attachments including certified payroll reports; affirmative action reports, etc. are included.

PROJECT CLOSEOUT

Assist in closing out construction and all contracts as detailed below:

A. Substantial Completion

- Upon the determination by HA of "substantial completion" of the Project or designated portions thereof, direct the architect's preparation of a list of incomplete, unsatisfactory or non-confirming items ("Punch List Items") required for completion/remedy prior to certification of substantial completion.
- After the architect certifies the date of "substantial completion", facilitate and monitor HA's completion of and the architect's review and approval of all Punch List work.
- Coordinate with TPV's maintenance personnel and monitor the inspection of utilities, operating systems, and equipment for readiness and assist in their initial start-up and testing.
- Facilitate any required training of TPV's maintenance personnel.

B. Final Completion

- Coordinate the architect's determination of final completion and provide written notice to TPV and architect that the work is ready for final inspection.
- Secure and transmit to TPV and/or architect required guarantees, affidavits, releases, bonds, and waivers.
- Turn over to TPV all keys, manuals, record drawings, and maintenance stocks.
- Obtain temporary certificates of occupancy and permanent certificates of occupancy for the improvements, filing all notices of completion, coordinating final payment, and securing final conditional lien releases and any other activities which may be required to occupy the project.

IV. OWNER'S REPRESENTATIVE INDEMNITY REQUIREMENTS

Owner's Representative hereby agrees to indemnify and defend and hold harmless TPV, together with its employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault, or negligence whether active or passive of Owner's Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract. Owner's Representative's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

V. OWNER'S REPRESENTATIVE INSURANCE REQUIREMENTS

The Owner's Representative shall provide insurance with the coverage stated below:

- A. Broad Form, comprehensive or commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, death or property damage with coverage in the amount of One Million Dollars (\$1,000,000) in respect to injury or death of a single person and in the aggregate, and One Million Dollars

(\$1,000,000) in respect to property damage, together with excess/umbrella coverage equal to Four Million Dollars (\$4,000,000).

- B. Workers compensation insurance as required by statute. Employer's liability – Five Hundred Thousand Dollars (\$500,000) each accident.
- C. Comprehensive automobile/truck liability insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit, per occurrence for personal injury and property damage.
- D. Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.

All insurance policies shall be primary policies. The policies, except professional liability insurance, shall provide coverage on an occurrence basis. The policies shall provide that the insurance companies shall notify TPV at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Owner's Representative shall provide TPV, prior to execution of this Contract and upon its request from time to time thereafter, a certificate or certificates of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Florida.

VI. SELECTION PROCESS:

The selection process will include a review of qualifications according to the following criteria:

- Project understanding and approach.
- Company expertise in overseeing similar renovation projects.
- Staffing capacity.
- Expertise in keeping projects within budget and on schedule.
- Fee.

VII. QUESTIONS

If there are any questions regarding the Project and the Owner's Representative services Request for Proposal, contact Anna-Bo Emmanuel, Attorney for Town Park Village No 1, (305) 438-2491, aemmanuel@legalservicesmiami.org.

VIII. SEALED PROPOSALS:

Proposals shall contain, at a minimum the following information:

1. Project understanding and approach
2. Firm description
3. Proposed team with specific experience and qualifications
4. Staffing Commitments and On-Site Presence
5. Relevant projects
6. Fee structure: proposed Owner's Representative services in a lump sum fees for Phase,

Cost and Man-Hours for each of the following:

- a. Site Acquisition
 - b. Preconstruction Bidding, Award Phase
 - c. Construction and Close Out Phases based on dates enclosed
 - d. Construction and Close Our Phases if construction exceeds one year
 - e. Additional Services
7. Fixed Reimbursable expenses including but not limited to telephone, computer, printer, fax, copier, office supplies, travel expenses, cell phone, internet, postage and special mail handling.
 8. Deliverable Examples
 9. Firm's Insurance Coverage

Five (5) copies of the firm's proposal shall be submitted in a sealed envelope clearly marked on the outside Owner's Representative Services Proposal. Proposals must be received no later than 5:00 PM on Friday, August 30, 2019 in order to be considered. Please submit proposals to: Shahrzad Emami or Anna-Bo Emmanuel, Attorneys for Town Park Village No 1, Legal Services of Greater Miami, 4343 West Flagler Street, Miami, FL 33134. Late proposals will not be considered.

END OF REQUEST FOR PROPOSAL