REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES
NAVY PIER
18 SEPTEMBER 2019
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1. OVERVIEW AND INVITATION

OVERVIEW

Navy Pier, Inc. ("NPI") is a 501(c)(3) not-for-profit corporation responsible for the operation and redevelopment of Navy Pier. Under a long-term lease with the Metropolitan Pier and Exposition Authority ("MPEA"), NPI is undertaking the redevelopment of Navy Pier. In June of 2011, NPI issued its Centennial Vision, a framework plan that outlines NPI’s long-term vision for the redevelopment of Navy Pier. Since 2011, approximately $370M of either public, private, or philanthropic funding has been invested in Navy Pier as depicted in the Centennial Vision Overview attached as Exhibit 1. Most of the initial phases of work have been completed and the last part of the initial phase, the Sable Hotel at Navy Pier, is scheduled to open in the second half of 2020. When the hotel began construction, NPI engaged Gensler, its Executive Architect, to prepare a Master Plan for Festival Hall and the Aon Grand Ballroom Access and Pre-Function Space to fully update those spaces to be consistent with Navy Pier’s recently completed renovation work and the to-be-completed hotel. A portion of the work included in the Master Plan will be completed at the same time the hotel construction is completed, but the majority of those improvements cannot begin until funding for them has been secured. To that end, NPI has been working with the State of Illinois to secure funding as part of the recently authorized Capital Bill. The amount and timing of the State funding remains uncertain at this time, but NPI has the reasonable expectation that some capital will be secured. To that end, NPI is proceeding with this process by which it intends to engage a construction management firm to assist with preconstruction activities for the to-be-funded improvements and to ultimately construct those improvements.

INVITATION

NPI is issuing Part I of its Request for Qualifications and Proposal ("RFQ+P") for Construction Management Services for work described in its Master Plan for Festival Hall and the Aon Grand Ballroom Access and Pre-Function Space as described in Exhibit 2. NPI invites professional construction management firms experienced in construction consulting and general contracting ("Proposer") to submit their qualifications in response to Part I of this RFQ+P for Navy Pier’s ongoing redevelopment. NPI’s selection of a construction manager for the Project will proceed in two parts as described below.

Part I – Request for Qualifications ("RFQ"). Proposers are requested to submit written responses that outline their knowledge and experience in providing construction management services. Based on
responses to this RFQ, NPI will then identify those firms to be included on a shortlist of Proposers that are best qualified to participate in Part II of the selection process.

Part II – Request for Proposals (“RFP”). NPI will then request that the shortlisted Proposers submit proposals in response to an RFP for Construction Management Services as a Constructor on a Guaranteed Maximum Price basis for certain construction work included within in the Master Plan for Festival Hall and the Aon Grand Ballroom Access and Pre-Function Space. The specific work for which a proposal will be requested (“Project”) will be established at a later date when the RFP is issued. At that time, shortlisted Proposers will be requested to submit their estimate for General Conditions and the proposed fee for the Project, staff to be assigned to the Project, a list of exceptions taken to the form of agreement to be issued with the RFP, their plan for meeting NPI’s diversity goals, and other relevant information. It is NPI’s intention to select one Proposer who will then enter into a contact with NPI to provide preconstruction services and, upon completion of Construction Documents by Gensler, provide a Guaranteed Maximum Price to construct the Project.

NPI is also seeking philanthropic funding to complete certain Centennial Vision projects not yet begun (“Future Projects”) and shown in Exhibit 3 and may, regardless of which Proposer is selected to provide Construction Management Services for the Project, seek separate proposals from some or all Proposers shortlisted in Part I to provide Construction Management Services for one or more of the Future Projects. However, NPI reserves the right to issue a new RFQ+P or to select a firm in another manner to provide Construction Management Services for the Future Projects.
2. OBJECTIVE AND SCOPE OF SERVICES

OBJECTIVE

For this RFQ, NPI seeks to establish a shortlist of qualified construction managers that will subsequently be invited to submit proposals to perform certain preconstruction services and ultimately serve as the contractor under a Construction Manager as Constructor agreement based on a Guaranteed Maximum Price for the Project. Proposers selected to be on the shortlist as a result of this RFQ may also be invited at a later date to submit proposals for Future Projects.

After the shortlist of construction managers is established, NPI intends to issue the RFP, which will further outline the scope of services requested by NPI. The RFP will include documents outlining the scope of work for which proposals will be requested. The timing of the release of the RFP has not yet been established and is dependent on NPI securing commitments for the necessary funding from the State of Illinois.

SCOPE OF SERVICES

With this RFQ, NPI seeks entities with experience in performing construction management services for construction projects similar in scope, size, quality, complexity, and visibility to the work included within in the Master Plan for Festival Hall and the Aon Grand Ballroom Access and Pre-Function Space.

In addition to planning and managing the normal and required activity to construct the Project, the selected construction manager (“CM”) will be expected to do the following:

A. Work with NPI and its design team to assist them in finalizing the design and construction documents to ensure that those documents accurately depict the desired scope of work and that the work can be constructed within the budget and timeframe to be established by NPI for the Project. As the documents are being completed by Gensler, the CM shall provide the information necessary for NPI to make decisions on any alternates being considered, prepare preliminary estimates for the cost of the work, prepare project schedules, provide value engineering suggestions, and coordinate with all necessary parties to obtain the permits required for construction. The CM, prior to starting construction and based on the Construction Documents prepared by Gensler, must establish its Guaranteed Maximum Price for the work in an amount and manner acceptable to NPI.
B. Manage the construction activity in a manner that minimizes any and all disruption to the daily operation of Navy Pier, all business that operate at Navy Pier, and the activities of Navy Pier’s visitors and workforce.

C. Manage and provide for the successful completion of the LEED sustainability certification programs and other sustainability initiatives for the work to be outlined in the Construction Documents for the Project.

D. Meet or exceed NPI’s participation goals for MBE/WBE/DBE companies as set forth in Exhibit 5 and maintain an Equal Employment Opportunity program that meets or exceeds goals to be established in the RFP.
3. RFQ+P PROCESS

The Request for Qualifications and Proposals submission and review process will consist of two parts.

Part I is the RFQ, which is an open invitation to all Proposers to provide a written response outlining their qualifications, knowledge, and experience in providing Construction Management Services. RFQ Submittals are due no later than 12:00 PM Central Time on Tuesday, October 29, 2019. Based on the information submitted in response to the RFQ, NPI will select a to-be-determined number of Proposers for further consideration in Part II, the RFP.

In the RFP, NPI will request additional information, including a cost estimate for General Conditions and the proposed fee for the Project, staff to be assigned to the Project, a list of exceptions taken to the form of agreement to be issued with the RFP, a plan for meeting NPI’s diversity goals, and other relevant information demonstrating in greater detail the qualifications of the Proposer. This information is not to be submitted as part of the Proposer’s RFQ submittal.

Proposers are advised to carefully read the requirements for providing submittals in response to this RFQ. Additional information regarding this RFQ+P may be made available from time to time on the Navy Pier website at www.navypier.org/business-navy-pier. NPI requests that all Proposers intending to respond to this RFQ register the Proposer’s company as a document holder by sending an email to NavyPier-CM-RFQP-Manager@navypier.org with the name of the firm registering, the contact person and their email address, mailing address, and phone number.

If this RFQ is amended, NPI will issue a revision by written addendum on the website noted above and notify all prospective Proposers who have registered as a document holder. Proposers are solely responsible for obtaining all such addenda and acknowledging in their submittal the receipt of all addenda that have been issued.

Proposers are to contact Navy Pier by email at NavyPier-CM-RFQP-Manager@navypier.org with questions, concerning this RFQ. Proposers should not rely on representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ.

Written questions will be accepted by email until 5:00 PM Central Time, on Tuesday, October 8, 2019. Questions should be submitted in writing to the Navy Pier CM RFQ+P Manager by email at NavyPier-CM-RFQP-Manager@navypier.org. A summary of relevant questions with any related responses will be issued as an addendum to this RFQ no later than Tuesday, October 15, 2019 on the website noted above and all Proposers who have registered as a document holder will be notified by email.
RFQ submittals are due no later than 12:00 PM Central Time on Tuesday, October 29, 2019 at Navy Pier, 600 East Grand Avenue, Chicago, IL 60611, ATTN: Navy Pier CM RFQ+P Manager in the Pier’s Administrative Offices on the second floor of the Headhouse. Proposers must submit five (5) bound hard copies of the RFQ submittal that include all information in the format outlined in this RFQ. All submittals must be spiral-bound and submitted with a table of contents identifying page numbers with section dividers for each section in the submittal. Hard copies of the submittal must be delivered in a sealed package or envelope labeled “Request for Qualifications for Construction Management Services.” In addition, an electronic copy of the submittal saved in PDF format should also be sent to the Navy Pier CM RFQ+P Manager by email at NavyPier-CM-RFQP-Manager@navypier.org by the submittal due date and time specified above.

A timeline showing the important dates for the RFQ+P process is attached as Exhibit 4.

Proposers are solely responsible for submitting a timely and complete response to this RFQ on or before the stated date and time. NPI will in no way be responsible for delays caused by the U.S. Post Office or any other entity or by any occurrence. Submittals received after 12:00 PM Central Time, on Tuesday, October 29, 2019 may be deemed non-responsive and ineligible for consideration.

By furnishing a submittal, Proposer agrees to accept and abide by the terms of this RFQ. NPI reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any responsive submittals which it may deem to be in the best interest of NPI. Only submittals from responsible Proposers complying with the provisions of this RFQ will be considered.

Submittals will be considered incomplete if they do not bear the signature of an agent of the Proposer who is authorized to contractually bind the Proposer. Submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final. NPI shall not be responsible for any expenses incurred in obtaining the RFQ or preparing and furnishing a submittal. Such costs shall not be included in the submittal.

Qualifications will be evaluated by NPI during the evaluation period outlined in Exhibit 4. NPI reserves the right, in its sole and absolute discretion, to determine which Proposers, if any, are qualified to perform the services requested as part of this RFQ+P and/or to reject any or all submittals.
4. RFQ SUBMISSION REQUIREMENTS

This RFQ provides the necessary information for Proposers to prepare their submittals. Proposers should carefully read the submission requirements to ensure that submittals fully and accurately meet the requirements of the RFQ. Emphasis should be on conforming to the RFQ instructions, responding to the RFQ requirements, and ensuring that the content is complete, clear, and concise. Outlined below is the information to be included in the submittal.

Include a signed copy of the Transmittal Letter on the Proposer’s letterhead in the form attached as Exhibit 7.

Provide an executive summary of not more than two pages explaining the relevant experience and expertise of the firm and why it should be included on the shortlist of Proposers responding the this RFQ.

SECTION 1. EXPERIENCE AND QUALIFICATIONS

The Proposer must provide evidence of its experience, expertise, and past performance on the following types of projects where the Proposer played an integral role:

A. Projects having a total construction value of approximately $50 million to $100 million;
B. Projects of a similar scope, size, quality, complexity, and visibility;
C. Interior renovation projects in a high-traffic public facility completed while the facility was in operation; and
D. Projects where LEED certification and sustainability was an important part of the work.

The Proposer shall include no more than five (5) examples of projects for each project type that the Proposer believes best meet the criteria above. For each project, the Proposer shall provide the project name, name of the project owner, the Proposer’s role and a description of the services provided on the project, the total construction cost, the value of the performance and payment bond provided, and the project duration and completion date. The Proposer shall also provide a reference for each project with contact information, including the reference’s name, title, company address, phone number, and email address. Information for each example shall be no more than two (2) pages.
SECTION 2. FINANCIAL STRENGTH

The Proposer must provide evidence of its financial strength and capability by providing the following:

A. Evidence of current and past financial strength and capability of the Proposer including, without limitation, references from banking institutions and accounting firms;
B. Evidence of Proposer’s experience and ability in establishing a guaranteed maximum price for construction projects totaling at least $50 million dollars;
C. A statement describing any litigation, arbitration or similar proceeding currently pending, or pending at any time during the past five years, against the Proposer with claims exceeding $100,000.
D. Financial Statements for the last three years, such as balance sheets and profit and loss statements may be requested separately by NPI as part of its submittal evaluation. This information should be furnished only upon request and should not be included in the submittal.

SECTION 3. BONDING AND INSURANCE

The Proposer must provide evidence of its bonding capacity and the ability for it to secure the insurance that will be required for the Project by providing the following information:

A. A letter from the Proposer’s bonding company indicating the total bonding capacity of the Proposer, limits on its bonding capacity for any one project, and its currently available bonding capacity;
B. A commitment from the Proposer that it will request and be able to secure a Performance and Payment Bond equal to the value of the construction contract(s) that may be awarded for the Project and any limits to that commitment; and
C. A letter from the Proposer’s insurance company indicating that the Proposer will be able to secure and maintain the required insurance coverages identified in Exhibit 6 during the term of the contract awarded for the Project and, if applicable, the Future Projects, and for five (5) years after the completion of the applicable work.
5. **RFQ EVALUATION CRITERIA**

In evaluating Proposers’ qualifications, NPI will consider the quality and strength of the following:

1. **Experience and Qualifications:** Experience, qualifications, and performance on past projects of similar scope, size, quality, complexity, and visibility.

2. **Financial Strength:** Demonstrated financial strength and capability of the Proposer.

3. **Bonding and Insurance:** Evidence of the available capacity and ability to secure a Performance and Payment Bond for the Project and evidence of the Proposer’s ability to procure and comply with the insurance requirements set forth in Exhibit 6.
6. CONDITIONS AND DISCLOSURES

The following conditions apply to this RFQ:

1. Participation in this RFQ is open to all interested firms. Where qualifications are submitted by a joint venture, consortium or team, the team must designate one firm or individual to serve as the team lead and primary point of contact for the project. The team will need to include firms that are licensed to do business in the State of Illinois and the City of Chicago.

2. No Proposer is entitled to rely upon any oral interpretation by NPI or its representatives concerning the meaning or requirements of this RFQ. All requests for interpretation must be made in writing and submitted electronically as set forth in this RFQ. NPI will attempt to respond to questions on a timely basis in groups based upon the number of questions received. The deadline for questions and answers is set forth elsewhere in this RFQ.

3. By submitting its qualifications, the Proposer agrees to accept and abide by all the terms and conditions of this RFQ.

4. This RFQ does not represent a commitment or offer by NPI to enter into an agreement with the Proposer or to pay any costs incurred in the preparation of a response to this RFQ.

5. Final award of any contract is contingent upon the execution of an agreement between NPI and the shortlisted Proposer to be selected in Part II of the RFQ+P process.

6. NPI reserves the right to request additional information or clarification of information provided by a Proposer when it believes such information is necessary to properly evaluate a submittal.

7. NPI strives to provide opportunities to MBE/WBE/DBE companies that have a diverse workforce and can supply products and services that will meet NPI’s business needs. With respect to this RFQ, NPI’s goal for the performance of the services contemplated herein is set forth in Exhibit 5. A specific statement acknowledging these goals is included in the Form of Transmittal Letter. Specific details of the Proposer’s plan to incorporate MBE/WBE/DBE firms need only be provided by shortlisted Proposers in Part II of the selection process.

8. Proposers acknowledge that submittals will not be returned. NPI reserves the right to retain any ideas in a submittal regardless of whether a Proposer is selected.
9. NPI will require an Equal Employment Opportunity program for the Project. With respect to this program, NPI will provide more detailed information with the RFP issued in Part II of this process.

10. The selected Proposer will be responsible for all existing and future applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with this contract. NPI is exempt by law from Retailers’ Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax in Illinois on materials or services purchased in connection with this Project. A copy of the exemption letter shall be supplied to shortlisted Proposers in Part II of the selection process.

11. Proposers shall not offer any gratuities, favors or anything of monetary value to any official or employee of NPI or any consultant to NPI for the purposes of influencing the outcome of the RFQ response selection process.

12. Proposers shall not collude in any manner or engage in any practices with any other Proposer that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Proposer’s submittal to be rejected by NPI. This prohibition is not intended to preclude joint ventures or subcontracts.

13. NPI reserves the right to award an agreement to one or more Proposers as it deems to be in its best interest. Additionally, NPI reserves the right to reject all submittals and to undertake the work contemplated herein in a different manner.

14. Submittals that do not comply with the submittal requirements of the RFQ, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as nonresponsive and insufficient. Notwithstanding the foregoing, NPI reserves the right to waive any informalities when it considers a waiver to be in its and/or the public’s best interest. In addition to any other basis for rejection, any Proposer found to have falsified any information to NPI in relation to this or any other RFQ or RFP, or which has been barred from doing business with NPI, MPEA, the City of Chicago or State of Illinois, or which has been convicted of a felony related to procurement contracting with any unit of government, may be rejected.

15. NPI shall have the right to reject any or all submittals for any reason whatsoever, in its sole and absolute discretion, including without limitation, by reason of any failure to comply with any requirement of this RFQ including, without limitation, submittals that contain omissions, erasures, alterations, or additions not called for or that are incomplete or irregular in any way. NPI reserves the right, in its sole and absolute discretion, to waive any or all failures, irregularities or informalities in a submittal, or failures to comply with this RFQ, when such a waiver is considered to be in NPI’s and/or
the public’s best interest. In addition, NPI reserves the right to: (a) reject or cancel any or all submittals; (b) reject any portion(s) of a submittal; and/or (c) reissue the RFQ with or without modification.

16. NPI owns all material submitted in response to this RFQ and it will not be returned to the Proposer. All costs and expenses incurred by each Proposer in preparing and/or furnishing its submittal in response to this RFQ shall be borne by the Proposer alone, regardless of whether or not such Proposer is awarded the work. Accordingly, NPI shall not be responsible for, nor pay or reimburse any such cost to Proposer for any such costs or expenses.
EXHIBIT 1: CENTENNIAL VISION OVERVIEW

COMPLETED PROJECTS
EXHIBIT 1: CENTENNIAL VISION OVERVIEW

PROJECTS UNDER CONSTRUCTION
EXHIBIT 2: PROJECT DESCRIPTION

The Master Plan for Festival Hall and Aon Grand Ballroom Access and Pre-Function Space is broken into a series of discrete projects that may be undertaken in whole or in part and at one time or phased over some yet-to-be-determined timeframe depending upon the amount and timing of funds anticipated to be provided by the State of Illinois. The scope of potential work is shown in Attachment A. As noted in Attachment A, the portion designated as Phase I/Priority A is currently underway and is not part of this RFQ+P.

The Project is further illustrated in Attachment B, which shows renderings of the proposed improvements. The purpose of the work is to update the spaces providing access to and serving as pre-function space for Festival Hall and the Aon Grand Ballroom to make them consistent with the quality and character of the improvements already undertaken by NPI elsewhere on Navy Pier; and to ensure that Navy Pier’s exhibition and food and beverage business remains competitive in today’s market.
ATTACHMENT B

Festival Hall East Lobby (4)
ATTACHMENT B

Festival Hall East Lobby (4)
EXHIBIT 3: FUTURE PROJECTS

In addition to NPI’s work with the State of Illinois to secure funding for the work described in its Master Plan for Festival Hall and the Aon Grand Ballroom Access and Pre-Function Space, NPI is seeking philanthropic funding for the Crystal Garden, portions of Pier Park, and the outdoor public spaces at the East End of Navy Pier (“Future Projects”) as depicted in Attachment C. At this time, NPI does not anticipate requesting proposals for Future Projects, but may, in the future, request proposals from those firms that are qualified as part of this RFQ, regardless of whether they have been chosen to perform work as part of the RFP for the Project.
EXHIBIT 4: RFQ+P TIMELINE

The dates listed below are targeted dates and subject to change.

PART I: REQUEST FOR QUALIFICATIONS

Wednesday, September 18, 2019   Request for Qualifications Issued
Tuesday, October 8, 2019   Last Day for Written Questions
Tuesday, October 15, 2019   Response to Written Questions
Tuesday, October 29, 2019   RFQ Submittals Due
Tuesday, December 10, 2019   Shortlisted Proposers Notified

PART II  REQUEST FOR PROPOSALS

TBD   Request for Proposals Issued
TBD   Last Day for Written Questions
TBD   Responses to Written Questions
TBD   RFP Submittals Due
TBD   Oral Interviews (NPI may request interviews from some or all shortlisted Proposers)
TBD   Selected Construction Manager Notified

The schedule for the Request for Proposal portion of this RFQ+P process will depend upon the amount and timing of funding anticipated from the State of Illinois.
EXHIBIT 5:    MBE/WBE/DBE PARTICIPATION GOALS

NPI strives to provide opportunities to MBE/WBE/DBE companies that have a diverse workforce and can supply products and services that will meet NPI’s business needs. With respect to this RFQ, NPI’s goal for the performance of the Construction Management Services contemplated herein are a minimum of 26% MBE/DBE and 6% WBE/DBE participation.

The CM may count toward its MBE/DBE goal and WBE/DBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE, WBE, and/or DBE joint venture by the purchase of materials used in the performance of the contract from one or more MBE, WBE, and/or DBEs, and/or by any combination of the above.

A joint venture seeking MBE, WBE, and/or DBE credit must demonstrate that the MBE, WBE, or DBE satisfies the following: the shares in the ownership, control, management responsibilities, risks and profits of the joint venture are in proportion to the MBE, WBE, or DBE ownership percentage; the MBE, WBE, or DBE is responsible for supervising or performing a clearly defined portion of the work to be performed in proportion to the MBE, WBE, or DBE ownership percentage; and the MBE, WBE, or DBE actually performs (with its own forces utilizing its own equipment) the work contracted. A joint venture that satisfies the foregoing requirements can count as MBE, WBE, or DBE credit the percentage the MBE/WBE/DBE partner owns of the joint venture.
EXHIBIT 6: INSURANCE REQUIREMENTS

The Construction Manager must provide and maintain at Construction Manager’s own expense, until completion of the Work and during the time period following final completion that Construction Manager is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Commercial General Liability
Commercial General Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the Aggregate Annually for bodily injury, personal injury, and property damage liability. Coverage must include products/completed operations (for a minimum of five (5) years following project completion) with a limit of not less than two million dollars ($2,000,000) in the Aggregate. Coverage shall not include any exclusions or coverage limitations for premises and operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability. Navy Pier Inc. and the Metropolitan Pier and Exposition Authority are to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

B. Automobile Liability
Automobile Liability Insurance with limits of not less than one million dollars ($1,000,000) combined single limit for bodily injury and property damage. Navy Pier Inc. and the Metropolitan Pier and Exposition Authority are to be named as an additional insured on a primary, non-contributory basis.

C. Workers Compensation and Employers Liability
Workers’ Compensation shall be in the form and with limits in accordance with the laws of the State of Illinois, including, Occupational Disease Insurance and Voluntary Compensation Insurance. Employers’ Liability shall include limits of liability not less than one million dollars ($1,000,000) per occurrence; per employee for disease; and in the aggregate for disease.

D. Excess Liability
Excess Liability shall specifically identify each of the policies described above on the Schedule of Underlying Coverage, and shall provide coverage that follows form of each of the underlying policies. With limits of not less than seventy-five million dollars ($75,000,000), each occurrence and in the aggregate, annually (except Products/Completed Operations in which the aggregate is for the term), excess of the underlying Commercial General Liability, Automobile Liability and Employers Liability as outlined above.
Sub-Contractors performing work for Construction Manager must purchase and maintain Excess Limits as outlined above in the amount of five million dollars ($5,000,000), with products/completed operations for a minimum of two (2) years following project completion.

E. Builders Risk
Unless otherwise stated in the contract documents, when the Construction Manager undertakes any construction, including improvements, betterments, and/or repairs, the Construction Manager must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverage must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, flood, water including overflow, leakage, sewer backup and seepage, utility services, damage to adjoining and existing property, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown or failure and extra expense. Navy Pier Inc. and the Metropolitan Pier and Exposition Authority are to be named as an additional insured and loss payee. The Construction Manager is responsible for all loss or damage to property at full replacement cost. The Construction Manager is responsible for all loss or damage to personal property including, but not limited to, material, equipment, tools and supplies owned, rented, or used by Construction Manager.

F. Contractors Pollution Liability
When any remediation work which may cause a pollution exposure is being performed within the scope of services under this Agreement, Contractors Pollution Liability insurance must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than five million dollars ($5,000,000) per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting of five (5) years.

G. Contractor’s Equipment
Contractor and all Subcontractors shall provide “all-risk” property insurance for all property owned by, or in their control, which is not incorporated into the Work, including, without limitation, tools, equipment and materials.
H. Valuable Papers

When any plans, designs, drawings, specifications, media, data and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

All insurance companies must be rated A-VIII or better by the A. M. Best Company.

Additional insurance requirement will be provided in the RFP.
EXHIBIT 7. FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer’s company letterhead.

(Date)

Navy Pier, Inc.
600 East Grand Avenue
Chicago, IL 60611

Attention: Brian Murphy, Chief Operating Officer

Re: REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGEMENT SERVICES

Dear Mr. Murphy:

(Full legal name of Proposer) hereby submits its qualifications (“Submittal”) in response to the Navy Pier, Inc. (“NPI”) Request for Qualifications for Construction Management Services (“RFQ”). In connection therewith, Proposer hereby represents, warrants and certifies the following:

1. The individual executing this transmittal letter on behalf of the Proposer has the full power and authority to bind the Proposer with respect to this Submittal, and NPI shall be entitled to rely upon any written presentation or representation made to NPI by such individual.

2. The Proposer has thoroughly read and reviewed the RFQ, understands the RFQ, and agrees to be bound by the terms and provisions of the RFQ.

3. This Submittal is in compliance with the requirements of the RFQ.

4. NPI shall be entitled to rely upon this Submittal, and the contents hereof, and any written presentation or representation made to NPI by the Proposer.

5. If requested by NPI, the Proposer shall furnish additional information or documentation, or make one or more presentations, to NPI in order to assist NPI in evaluating this Submittal.

6. The Proposer understands the MBE/WBE/DBE participation goals set forth by NPI for the Project and commits to use its best efforts to meet those goals.
7. The Proposer has visited Navy Pier and is familiar with and thoroughly understands the conditions under which the construction management services will be performed.

8. The Proposer shall participate in any required negotiations in good faith.

9. The Proposer has received and reviewed the following addenda to the RFQ, including addenda numbers ____. (If no addenda were issued, indicate “NONE”.)

(Full legal name of Proposer)

By:

Signed:

(Print Name)

As: (Indicate Title)

State of:
County of:
Subscribed and sworn to (or affirmed) before me this day of , 2019.

NOTARY PUBLIC (SEAL)