

WINTER HAVEN

The Chain of Lakes City

November 5, 2010

REQUEST FOR QUALIFICATIONS RFQ-11-11

Sealed responses marked “**DESIGN BUILD SERVICES FOR DOWNTOWN PARKING GARAGE**” will be received by the City of Winter Haven until **2:00 P.M., December 7, 2010**, at the office of the Procurement Services Division, Central Stores Complex, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

“Design Build Services specific to a Downtown Parking Garage”

At that time, responses will be publicly opened and read aloud in the Procurement Services Office.

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Proposers must submit one (1) **unbound original** and six (6) copies of their response.

A Pre-Submittal Conference will be held at City Hall, 451 Third Street NW , Winter Haven, FL 33881, at 2:00 PM, on November 18, 2010. The conference is intended to answer all questions regarding this Request For Qualifications.

The City desires strong local participation on this project. Please refer to Section 5.5-“Local Participation and Staffing” of the RFQ. Questions concerning this RFQ must be submitted in writing on or before **3:00 p.m., November 29, 2010**, to Amin Hanhan ahanhan@mywinterhaven.com. Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFQ requirements and any other documents prepared for this request. **W-9** must be attached to the bid when returned by the responding proposer. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above.

Sincerely
CITY OF WINTER HAVEN



Bob Bishop
Procurement Services Division Director

City of Winter Haven

REQUEST FOR QUALIFICATIONS

Design Build Services
for
Downtown Parking Garage

PROJECT No. **RFQ – 11–11**

1.0 INTRODUCTION

- 1.1 The City of Winter Haven (CITY) is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of the proposed Downtown Parking Garage. The estimated Substantial Completion date for the project is March 31, 2012. Final Completion is estimated on April 30, 2012.
- 1.2 The project information included in this RFQ Submittal is preliminary in nature. There is no work guaranteed as a result of being shortlisted or top-ranked through this solicitation.
- 1.3 All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.

2.0 BACKGROUND

- 2.1 The City of Winter Haven proposes the design and construction of a parking garage building in downtown Winter Haven.
- 2.2 The CITY has tentatively opted to use the “Qualifications-Based Selection” Design-Build process for the delivery of design services and construction services for this project. For information, the Design Criteria Package is included with this request.
- 2.3 The CITY proposes to select a highly qualified Design-Build team for the design and construction of the project. The selected firm must be willing and able to provide reasonable proposals within short time frames and must be prepared to commence and complete the work in accordance with the City’s required schedule.

3.0 RFQ PROCESS

- 3.1 The selection process will involve a staged proposal review to minimize Proposers’ costs in preparing initial qualification proposals and expedite the review process. Interested Proposers will initially submit a written qualifications proposal (in response to this RFQ Submittal) which will be the basis for short-listing not less than four (4) firms.
- 3.2 The CITY will use a Professional Services Committee (PSC) for recommendations in the design-build selection process.
- 3.3 The intent of the initial qualifications proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 3.4 Based upon a review of these qualification proposals, not less than four (4) firms/teams will be short-listed and requested to make oral presentations to the PSC regarding their qualifications, approach to the project, and ability to furnish the required services. Each short-listed proposer will be required to provide a statement from an A- or better surety company describing the Proposer’s bonding capacity.

- 3.5 After review of the Statements of Qualifications, short-listing of four (4) firms/teams and oral presentations, the PSC will recommend the ranking of the short-listed Proposers and submit its recommendations to the City Manager. The City Manager shall then finalize the ranking and engage in competitive negotiation with the top-ranked firm/team in order to negotiate an Agreement with the top ranked Proposer in good faith, (i.e. establish terms of the work, the guaranteed maximum price for the work and the guaranteed dates of substantial and final completion) and then make his recommendation to the City Commission.
- 3.6 If in the sole judgment of the CITY, a contract cannot be successfully negotiated with the City Manager's top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the City Manager's second-ranked firm. If a contract cannot be successfully negotiated with the City Manager's second-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the City Manager's third-ranked firm, and so on. The CITY reserves the right to negotiate any element of the proposal and terms in the best interest of the CITY.
- 3.7 Firms (including shortlisted firms) will not receive any stipends or compensation for their proposals provided under this solicitation.

4.0 INSTRUCTIONS FOR SUBMISSION OF QUALIFICATION PROPOSALS

- 4.1 Each Proposer shall submit one unbound original and six (6) copies of its Qualifications Proposal to the office of the Procurement Services Division.
- 4.2 Proposers shall place a label or other marking on the exterior of the delivery box or package containing the seven (7) qualification proposals clearly identifying the package as being SEALED PROPOSAL FOR RFQ – 11 – 11 “DESIGN-BUILD OF DOWNTOWN PARKING GARAGE” TO BE OPENED AT THE OFFICE OF THE PROCUREMENT SERVICES DIVISION, 401 6TH ST., SW WINTER HAVEN, FLORIDA 33880, and identifying the Proposer(s) by name.
- 4.3 All questions related to the RFQ must be directed in writing to Amin Hanhan at ahanhan@mywinterhaven.com. Inquiries related to the scope of work, clarification or correction must be in writing, and received no later than **3:00 p.m. November 29, 2010** to allow adequate time for response and/or addendum.
- 4.4 Firms interested in the above project should submit a Statement of Qualification (SOQ) **which includes a one-page cover letter plus a maximum of twenty (20) pages in length (excluding resumes, but including organizational chart)**. Resumes for each key team member shall be limited to a maximum length of two (2) pages and should be incorporated as an appendix at the end of the SOQ. Proposal creativity is encouraged, however extravagance in proposal style and format is discouraged. Please provide **an unbound original plus six (6) copies (total of seven) of the Statement of Qualifications by 2:00p.m. December 7, 2010.**

All submittals shall be delivered to:

Procurement Services Division Office
401 6th Street, SW
Winter Haven, FL 33880

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time at the correct location.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirement.

5.0 RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST

For the development of a shortlist, a rating system will be utilized by the CITY'S PSC to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal must address the following criteria:

	<u>Maximum Points</u>
1. General Information	10 Points
2. Experience and Qualifications of Firm/Team	20 Points
3. Experience of Key Personnel to be Assigned to this Project	20 Points
4. Understanding of the Project and Approach to Performing the Required Services	20 Points
5. Local Participation and Staffing Plan	20 Points
6. Organizational Resources	10 Points
TOTAL POSSIBLE POINTS	100 Points

Each criterion is further described below. Proposers must provide responses and information sufficient for evaluation under the pertinent rating system described below. The CITY reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

5.1 **General Information (10 Points):**

- 5.1.1 Provide a general description of the firm and/or team that is proposing to provide design build services. Explain the legal organization of the proposed firm or team.
- 5.1.2 List the Florida professional (Architect, Engineer, General Contractor, etc.) and applicable licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or firm.

5.2 **Experience and Qualifications of the Firm/Team (20 Points):**

- 5.2.1 Identify at least three comparable projects in which the firm served as either Construction Manager at Risk, agency Construction Manager during design and construction phases (without providing construction services), Design Builder or General Contractor. Special consideration will be given to firms that have provided Construction Manager at Risk or Design Build services on similar successful projects.

For each project identified, provide the following:

- a. Description of project.
- b. Role of firm (specify whether Construction Manager at Risk, Construction Manager, Design-Builder or General Contractor). If Construction Manager at Risk, Design Builder or General Contractor, identify percentage of work self-performed. Also specify services provided during design phase (i.e. cost estimating, scheduling, value engineering, etc.).
- c. Project's final construction cost.

- d. Construction completion date.
- e. Project owner.
- f. Reference information, per project (one current contact name and title with telephone number, fax number and e-mail address).

5.3 Experience of key personnel to be assigned to this project (20 points):

- 5.3.1 Provide an organization chart showing key personnel that will be associated with this project. Include a resume for each key person identified.
- 5.3.2 List any proposed Design Builders, including key staff names and the experience and qualifications of these individuals.

5.4 Understanding the project and approach to performing the required services (20 points):

- 5.4.1 Describe your firm's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating and managing construction. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.
- 5.4.2 Discuss the major issues your team has identified on this project and how you intend to address those issues.

5.5 Local participation and staffing plan (20 points):

- 5.5.1 The City desires strong local participation on this project. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent of your work expected to be done locally.

5.6 Organizational resources (10 points):

- 5.6.1 As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project under construction and be assured that the Design Builder has the organizational and financial resources required to successfully deliver this project. Please describe your operational stability, corporate financial resources, bonding capacity and insurance limits.
- 5.6.2 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

6.0 RISK

- 6.1 Proposers responding to this Request for Qualifications do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the CITY reserves the right to:
 - Make changes to the RFQ;
 - Cancel this RFQ;
 - Request clarifications;
 - Negotiation modifications to proposals;
 - Reject any and all proposals for any reason whatsoever; and
 - Proceed with alternative project delivery methods if so desired by the City.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

7.0 CLARIFICATIONS AND ADDITIONAL INFORMATION

7.1 The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the Professional Services Committee may consider any further elaboration by the Proposers of any information previously submitted.

8.0 CONTACT WITH CITY OFFICIALS AND EMPLOYEES

8.1 All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Professional Services Committee, the Mayor, Commissioners, City Manager's Office, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process.

9.0 LATE SUBMITTALS

9.1 It is the Proposer's responsibility to ensure its Qualifications Proposal is received by the CITY on or before the time and date specified above. Under no circumstances will qualification proposals received after the delivery time specified be considered; they will be returned to the Proposer unopened.

10.0 PARTNERSHIP / CORPORATIONS / AGENTS

- 10.1 When a Proposer is a partnership or joint venture, the Proposal shall be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements shall be included as part of the proposal.
- 10.2 When a Proposer is a corporation, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office. The Proposal shall also bear the seal of the corporation.
- 10.3 Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.
- 10.4 The person(s) signing each Proposal shall certify under oath on the attached Certification form (**Attachment A**) that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Professional Services Committee will rely in part on such certification in selecting the short-listed firms.
- 10.5 Failure to submit documents requested above with the proposal or within 24 hours of request made by the CITY may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.
- 10.6 Short-listed Proposers will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

11.0 CHANGES IN PROPOSER ENTITY/TEAM

- 11.1 The Proposer is responsible to promptly notify the City as to any change in the information in its submitted proposal. Failure to inform the City within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.
- 11.2 Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer; and the reasons for the changes must be provided.
- 11.3 Decreases in scoring may result from the reconsideration of changes in the project team. No increases in scoring will result from the reconsideration of changes in the project team.

12.0 ASSIGNMENT OR TRANSFER

- 12.1 The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City of Winter Haven has sole discretion whether or not to consent to any contemplated assignment.

13.0 PROTESTS

- 13.1 All Proposers will be provided written notification of the PSC'S short-listing and/or City Manager's final ranking of the proposals which will be recommended to the City Commission. If a Proposer has any objection to any activity, decision or determination made during the selection process, the Proposer must submit to the contact person identified in section 14.0 its written objection or letter of protest within five (5) consecutive working days of the date of issuance of said written notification of the PSC'S short-listing and/or the City Manager's final ranking. Such letter of objection or protest must contain the specific basis for the Proposer's objection to the issue in question. Failure to submit written protest within the time period and in the manner set forth herein shall constitute a complete waiver of any protest which shall be final.

14.0 REQUEST FOR INFORMATION / CLARIFICATION

- 14.1 Any firm requesting additional information and/or clarification relating to this project shall direct such request to:

Amin A. Hanhan, P.E.
Senior Design Engineer
Engineering Services Division
490 3rd Street, NW
Winter Haven, FL 33881
ahanhan@mywinterhaven.com
Telephone: (863) 291-5850
Fax: (863) 291-5211

- 14.2 Requests should be made, in writing, on or before the date specified in Paragraph 4.3. Requests may be transmitted by letter, facsimile machine (fax) or e-mail.

15.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Once the selected successful Proposer (hereafter deemed "Design-Builder") has agreed to sign a contract with the City of Winter Haven for the project listed in this Request for Qualifications, the Design-Builder will be required to furnish a performance and payment bond in an amount at least equal to the guaranteed maximum price, as security for the faithful performance and payment of all Design

Builder's obligations under the Contract Documents. The surety company must be authorized and licensed to transmit business in the State of Florida, with a Financial Strength Rating of A- or better for a Financial Size Category of VII or greater.

Before starting and until acceptance of the services by the City of Winter Haven, and without limiting its liability under the Agreement to be negotiated, Design-Builder will procure and maintain, at its sole expense, insurance and the following paragraphs, or copies thereof in compliance with their legal form and substance, shall be inserted in the Agreement as terms thereof: :

INSURANCE REQUIREMENTS

A. Evidence of Insurance

Design-Builder shall not commence work until the Design-Builder has procured the insurance required under this Article and such insurance has been approved by the City (Owner). The Design-Builder shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the insurance required by Paragraph II.C, Subparagraphs 1. Workers' Compensation/ Employer's Liability, 2. Commercial General Liability and 3. Business Auto Policy, the Design-Builder shall furnish the Owner with:

- a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- b. the original of the policy(ies); or
- c. other evidence satisfactory to Owner.

The Certificate of Insurance shall provide that the Owner shall be given no less than forty-five (45) days written notice prior to cancellation.

2. As evidence of compliance with the insurance required by Paragraph II.C. Subparagraph 4. Protection of Owner, the Design-Builder shall furnish the Owner with:

- a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- b. the original of the policy(ies); or
- c. other evidence satisfactory to Owner.

3. As evidence of compliance with the insurance required by Paragraph II.C. Subparagraph 5. Property Insurance, the Design-Builder shall furnish the Owner with:

- a. a fully completed Evidence of Property Insurance (ACORD Form 28 or equivalent) signed by an authorized representative of the insurer(s) providing the coverage;
- b. a copy of the original policy; or
- c. other evidence satisfactory to the Owner

4. Until such time as the insurance is no longer required to be maintained by the Design-Builder, the Design-Builder shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph II.A, Subparagraphs 1. and 2. no less than

thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

5. Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Design-Builder shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Design-Builder may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required by Section II C.

B. Qualification of Insurers/Group Self-Insurers

Insurers providing the insurance required by this Section II must meet the following minimum requirements.

1. Such insurers must either be:
 - a. authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or,
 - b. with respect only to the coverage required by Paragraph II.C. Subparagraph 1. Workers' Compensation/Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more.
2. In addition, such insurers other than those authorized by Florida Statute 440.57, Florida Statute 624.462 or Lloyd's of London shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
3. If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Design-Builder has knowledge of any such failure, the Design-Builder shall immediately notify the Owner and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Design-Builder has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Design-Builder shall be in default of this Contract.

C. Description of Required Insurance

Unless and to the extent Owner has agreed otherwise, without limiting any of the other obligations and liabilities of the Design-Builder, the Design-Builder shall, at the Design-Builder's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of work by the Design-Builder and shall be maintained in force until final completion of the work.

1. Workers' Compensation/Employer's Liability
 - a. Design-Builder's insurance shall cover Design-Builder (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest

edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

- b. The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.
- c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

2. Commercial General Liability

- a. Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
 - Mold, fungus, or bacteria
 - Terrorism
 - Sexual molestation

Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- Architects & engineers professional liability
 - Exterior Insulation and Finish Systems (EIFS)
- b. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract shall be the amounts specified in the Required Limits of insurance form (INS 06/01). The amounts specified under Column A of Form INS 06/01 shall be an initial layer of coverage which shall be applicable only to the work performed pursuant to this Contract and shall not be reduced or diminished in any manner by claims resulting from other than work performed pursuant to this Contract. The amounts specified in Column B of Form INS 06/01 shall be the total minimum limits required, including the initial layer specified in Column A.
 - c. If this Contract includes construction of, or additions to, buildings or structures, the Design-Builder shall continue to maintain Products/Completed Operations coverage for three years after the final completion of the work.
 - d. Except with respect to coverage for Property Damage Liability, which may be subject to a maximum deductible of \$500 per occurrence, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible of self-insured

retention. The Design-Builder shall pay on behalf of the Owner or the Owner's officer or employee any such Property Damage Liability deductible applicable to a claim against the Owner or the Owner's official, officer or employee.

3. Business Auto Policy

- a. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.
- b. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

4. Protection For Owner

- a. The Design-Builder shall include the Owner and the Owner's officials, officers and employees as "Additional Insureds" on the Design-Builder Commercial General Liability coverage required pursuant to Paragraph II C., Subparagraph 2. Commercial General Liability. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers and employees as "Additional Insureds" using the latest Additional Insured - Owners, Lessees or Design-Builders (ISO Form CG 20 10) and the latest edition of the Additional Insured - Owners, Lessees or Design-Builders - Completed Operations Endorsement (ISO Form CG 20 37) both as filed for use in the State of Florida by the Insurance Services Office. The Certificate of Insurance on other evidence of insurance shall clearly indicate the use of this alternative.
- b. As an alternative to the coverage required by Paragraph II.C, Subparagraph 4. the Design-Builder shall, at the Design-Builder's expense, provide the Owner with Owner's Protective Liability insurance which shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Design-Builder's Protective Liability Coverage Form. Coverage for Operations of Designated Design-Builder (ISO Form CG 0009), (hereinafter OCP Policy) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.
- c. The Owner shall be the Named Insured on the OCP Policy and, if applicable, the excess policy or policies. The policy or policies shall be endorsed to include the Owner and the Owner's officials, officers and employees as insureds. The policy or policies shall include the Design-Builder and its Subcontractors of every tier as the Design-Builder designated in the declarations.
- d. The minimum OCP Policy limits per occurrence and, if subject to an aggregate, the annual aggregate to be provided by the Design-Builder (inclusive of any amounts provided by excess policies) shall be the same as the amounts specified in Column B of the Required Limits of Insurance form (INS 06/01), as the minimum Each Occurrence and General Aggregate limits respectively required for the Commercial General Liability Coverage.
- e. The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with forty-five (45) days written notice of cancellation, non-renewal or-restriction.

5. Property Insurance

- a. If this Contract includes construction of or additions to above-ground buildings or structures, or the installation of machinery or equipment into an existing structure, the Design-Builder shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) Property insurance on any such construction, additions, machinery or equipment.
- b. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), structure(s), machinery or equipment.
- c. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to forty-five (45) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner.
- d. The Owner shall be an insured on this policy.
- e. The insurance provided by the Design-Builder shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- f. The maximum deductible for other than Windstorm or Hail shall be \$5,000 per occurrence. The maximum deductible per occurrence for Windstorm or Hail shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment. The Design-Builder shall pay on behalf of the Owner or the Owner's official, officer or employee any such deductible.
- g. If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), or structure(s) or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

D. Design-Builder's Insurance Primary

The insurance provided by the Design-Builder shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Design-Builder.

E. Deductible Provisions

Except as otherwise specifically authorized in Paragraph II.C., the insurance maintained by the Design-Builder shall apply on a first dollar basis without application of a deductible or self-insured retention.

F. Insurance is Additional Remedy

Compliance with the insurance requirements of this Contract shall not limit the liability of the Design-Builder. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Design-Builder) available under this Contract or otherwise.

G. Insurance on Subcontractors

The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors

H. No Waiver By Approval/Disapproval

Neither approval by the Owner nor failure to disapprove the insurance furnished by the Design-Builder shall relieve the Design-Builder of the Design-Builder's full responsibility to provide the insurance as required by this Contract.

REQUIRED LIMITS OF INSURANCE

[Form INS 10/96]

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$ 2,000,000.00 (Each Accident)
- \$ 2,000,000.00 (Disease-Policy Limit)
- \$ 2,000,000.00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

	<u>* Column A</u>	<u>** Column B</u>
General Aggregate	\$ 2,000,000.00	\$ 2,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00	\$ 2,000,000.00
Fire Damage (any one fire)	\$ <u> Nil</u>	\$ <u> Nil</u>
Medical Expense (any one person)	\$ <u> Nil</u>	\$ <u> Nil</u>

* Applicable to this Contract only
** Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and Property Damage Combined \$ 2,000,000.00

4. Protection for the City - The minimum limits for Owners Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above. 10.23.07

All insurance other than Professional Liability and Worker's Compensation, to be maintained by the DESIGN BUILDER shall specifically include the CITY as an "Additional Insured".

REQUIRED INDEMNIFICATION

The DESIGN BUILDER shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN BUILDER and other persons employed or utilized by the DESIGN BUILDER in the performance of the contract.

16.0 PUBLIC RECORDS

Pursuant to F.S. §119.071(1)(b)1.a., sealed responses to this RFQ are exempt from the public inspection and copying requirements of Chapter 119, Florida Statutes until such time as the announcement of a decision based on the qualification proposals or within 10 days after proposal opening date, whichever is earlier.

17.0 PUBLIC ENTITY CRIMES WARNING

Notice required by F.S. §287.133(3)(a): 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 F.S. §287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

DESIGN CRITERIA PACKAGE
REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES
FOR
DOWNTOWN PARKING GARAGE

PART 1. PROJECT INFORMATION

A. Introduction

An integral component of the City's economy is a vibrant and thriving downtown that provides the citizens with broad business, social and artistic choices and activities. Winter Haven's central geographic location between the Tampa and Orlando areas attracts growth in several types of businesses especially those that are more information and technology driven and consequently imposes a continuous demand on parking facilities.

The City of Winter Haven is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of the proposed Downtown Parking Garage.

B. Project Location

The project site is located within Section 29, Township 28 South, Range 26 East, Winter Haven, Polk County, Florida. The site consists of five (5) parcels with the following parcel ID numbers: 262829621000023030, 262829621000023052, 262829621000023053, 262829621000023054, and 262829621000023056. Located at the southeast corner of 3rd St. NW and Ave. A., NW, the 35,392 SF (0.81 acres) site has a central location within the downtown Core area and will be the preferred parking destination for citizens, business owners, and visitors.

A project location map and legal description is provided under **Attachment B**.

C. Project Description

The proposed parking garage building will be a three-story building and will have a minimum of 265 parking spaces. The third level will be open / non-roof parking. There will be one (1) vehicular access point (entrance/exit) to the building from Avenue A, NW.

The building will have two (2) staircases and at least one (1) or two (2) elevators (3,000 lbs capacity).

Attachment C provides conceptual floor plan layouts showing the building with a footprint of approximately 30,976 SF, the proposed location of the vehicular access point, stairs, and elevator. The floor plans are preliminary and are provided for conceptual purposes only.

The Design-Builder shall evaluate all of the options for the structural framing systems of the parking garage including precast, cast-in-place post-tensioned concrete, and steel frames and shall determine the most suitable and cost effective system for this project.

Exterior finish shall be consistent with the design theme of the existing downtown business district as determined by City.

D. Design Criteria

Building Code

- Prevailing Florida State Building Code.

Traffic Circulation Pattern

- Two-Way Traffic
- Stall Angle – 90 Degrees
- Aisle Width – Approximately 24' – 0"

Headroom Clearances

- Minimum Clearance: 7' – 0"
- HC van Access Clearance: per code

Number of Levels

- On-Grade 1
- Elevated 2

Total Levels: 3

Ramp Slopes

- Park-on Ramp Slopes: 6% (maximum recommended)

Approximate Floor Areas

- Parking Levels: 3 X 30,976 = 92,928 SF

E. Project Cost Estimate and Design and Construction Schedule

The cost / budget estimate for this project is Three Million One Hundred Thousand (\$3,100,000) US dollars. **Attachment D** provides the estimated project schedule summary.

PART 2. DESIGN-BUILDER (DB) RESPONSIBILITIES

A. Design Services

1. General

The DB shall provide design services to accomplish the work contained in this RFQ. This includes providing civil engineering design for all site work and permitting with the South West Florida Water Management District (SWFWMD), providing all Architectural, Mechanical, Electrical, and Structural engineering services (drawings and corresponding specifications) and permitting with the City's Building and Permitting Division. The DB shall be the single point of contact for all design services. The DB shall obtain such additional geotechnical and related information that it deems necessary for performance of the work.

2. Design Review and Recommendations

The DB shall provide progress review sets at 30%, 60%, 90%, and 100%. The design shall comply with all applicable federal, state, and local (City) codes and requirements. The DB shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives through a Value Engineering process. The DB shall also ensure the constructability of the project during the design and review process.

3. Permitting

The DB shall prepare all applications, data, and drawings required by permit agencies and shall be responsible for obtaining all necessary permits, including required fees. (City fees will be waived).

B. Construction

1. General

The DB shall be responsible for performing the traditional duties of a General Contractor throughout the performance of the work and warranty periods.

The DB shall coordinate and ensure all work is in accordance with the design documents provided by the designer and as approved by the City. The DB will resolve and be responsible for conflicts between the design and actual on-site conditions.

The DB is to ensure that the project is completed in accordance with the plans and specifications and requirements of the City. The DB shall be responsible to the Engineering Services Division Director or his designee for all aspects of the project.

2. Supervision

2.1 The DB shall assign a Project Manager to this job who shall be responsible for all project activities from design through construction including coordination with the Owner, Regulatory Agencies, other Prime Contractors, etc.

2.2 Design/Builder shall assign an on site, a full-time superintendent solely for this project.

3. Temporary Facilities and Controls

3.1 DB shall provide temporary facilities and controls needed for the Work including but not limited to:

- a. Telephone service for the Design/Builder office trailer.
- b. Portable sanitary facilities located on the site for Design/Builder personnel only.
- c. Field offices/sheds for Design/Builder construction and office personnel.
- d. Temporary electric power and lighting connection to an existing supply within 25' of the site. Metered electricity usage is at Design/Builder's expense.
- e. Temporary construction water connection to an existing supply within 25' of the site. Metered water usage is at Design/Builder's expense.

3.2 DB shall provide temporary barricades, including but not limited to:

- a. Elevated deck edge fall protection and deck opening protection.
- b. Safety barricades around major excavations in accordance with OSHA guidelines including warning tape and lighted flashers if required.
- c. Temporary barricades, traffic barriers, safety lighting, etc., as required.

3.3 DB shall provide temporary chain link fencing 6' – 0" high including construction safety signs and warnings for the parking garage site. DB shall remove fencing at project completion.

4. Quality Control / Quality Assurance / Inspections

The DB shall be solely responsible for daily inspections of the project. The DB shall develop a quality control/quality assurance program. Final acceptance of the project and quality assurance shall be provided by the City and based on the DB's certification that the project is 100% complete, including, but not limited to all restoration, payment certifications, environmental permit close-out requirements, as-built documentation and all other required close out documents.

5. Testing Services

5.1 Testing services shall be performed by an independent agency. DB shall provide all inspection testing, including but not limited to:

- a. Concrete testing with cylinder breaks for foundations and slabs-on-grade and on-site structural welding tests.
- b. All geotechnical services and soil inspections to verify soil bearing capacity for the site. This includes inspection of excavations and footings prior to placement of concrete.
- c. Precast concrete manufacturing plant inspections and tests and field installation tolerances in accordance with standards established by the Precast Concrete Institute (PCI).
- d. Any additional independent testing required by the governing building codes.

6. Project Management Information

6.1 The DB shall establish, with the full concurrence of the City, procedures for organizing and accomplishing the management control of the project including safety and traffic control.

6.2 The DB shall design, implement and utilize a Project Management Information System (PMIS) to facilitate the rapid and accurate exchange and monitoring of information between all parties.

- a. The PMIS shall include as a minimum the following:
 - Narrative reporting, on a monthly basis
 - Schedule control, on a monthly basis
 - Cost control, and estimating
 - Project accounting
 - Action reports
 - Compliant Log
 - Daily Quality Control / Inspection Reports
 - Change Order Log

All reports, documents, and data to be provided shall represent an accurate assessment of the current status of the project and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems and shall include recommendations for making management decisions. It shall be prepared and furnished to the City monthly throughout the contract period.

7. Warranty

Where any work is performed by the DB's own forces or by subcontractors under contract with the DB, the DB shall warrant that all materials and equipment included in such work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. In general, the warranty shall be a one-year warranty period from the date of acceptance by the City unless superceded in the scope of work. With respect to the same work, the DB further agrees to correct all work found by the City to be defective in material or workmanship or not in conformance with the drawings or specifications at no expense to the City.

8. Investigations and Litigation

If the DB, the Preliminary Design Professional, or any other member of the DB Team with more than a 20% share of the Contract has ever been the subject of an investigation conducted by a regulatory or professional licensing board, give the details of such action. If the same parties outlined above have ever been sued or debarred from working for a public authority as a result of their actions or inaction in the course of the practice of their business or profession, give the details of such a suit or debarment.

PART 3 CITY RESPONSIBILITIES

A. City shall provide the following Information:

1. Upon request, the City shall provide all known available information regarding the requirements for the project design.
2. Pre-Demolition Asbestos inspection / survey report.
3. Topographic survey at 1":20' showing limits of parking garage site and existing utilities.
4. The City shall designate a representative who shall be fully acquainted with the project. The representative shall render decisions promptly and furnish information expeditiously.
5. The City shall furnish, as indicated in the Contract Documents, the lands upon which the construction is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the DB. The City may request the DB to assist with this effort. The DB shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PART 4 SITE WORK BY DESIGN/BUILDER

A. Site Preparation

Prior to commencing any site preparation work, the DB shall provide all the required erosion and sediment control measures and implement all BMP's to ensure proper control of erosion and sedimentation. The parking garage site SHALL be cleared and graded to subgrade elevation by the Design/Builder. This includes **demolishing and removing** of all buildings, slabs, footers, asphalt paving, curbs, trees and shrubs and haul all debris to a regulated landfill. It also includes

grading and compacting the entire site for foundation installation. All known underground utilities shall be relocated prior to excavation, if in conflict as determined by City.

B. Excavating, Backfilling and Compaction

1. Excavate for a retention pond in accordance with the approved site plans.
2. Excavate and backfill foundations as follows:
 - a. All excavating, backfilling and compacting required to facilitate the installation of all parking structures foundations as shown on the approved engineering drawings.
 - b. Filling and backfilling with on-site materials to restore design rough grade elevations. Backfilling materials free from organic matter and deleterious substances, containing no rock or lumps over 6" in greatest dimension.
 - c. Hauling of excess or unusable excavated material to an off-site disposal area chosen by the City.

C. Temporary Fencing

DB to provide galvanized chain link fencing at the perimeter of the project site.

PART 5 CONCRETE

A. Concrete Formwork

1. Provide formwork for all cast-in-place concrete foundations within the parking structure footprint. Items included but not limited to:
 - a. Concrete foundations including footings and grade beams.
 - b. Slab on grade.
 - c. Garage foundation walls.
 - d. Site retaining walls.

B. Concrete Reinforcement

1. Shop fabricated non-epoxy coated reinforcing bars including all required accessories for all cast-in-place concrete foundations, retaining walls, grade beams, and supported slabs, in accordance with the applicable codes and specifications.
2. Welded wire fabric (not epoxy coated), in accordance with the applicable codes and specifications.
3. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

C. Cast-In-Place Concrete

1. Reinforced concrete work includes pile cap foundations, raised slabs for the stair pads and utility room floor, foundation walls and miscellaneous work.
 - a. Standard gray, ready mix concrete for all cast-in-place concrete requirements.
 - b. 4,000 psi concrete or greater to be used for all slabs, foundations, and walls.
 - c. Form finish for all exposed concrete with fins removed, snap tie holes filled and honeycomb repaired.
 - d. All work in accordance with ACI Standards and Procedures.

D. Precast Concrete

1. Fabrication and erection of structural precast concrete pretopped double tees, inverted tee girders, lite walls and columns for the parking decks and vehicular ramps supplied by a PCI certified supplier. Erection procedures and dimensional tolerances in accordance with PCI standards.
2. Precast concrete stairs.

PART 6 MASONRY

A. Unit Masonry

1. Conventional concrete masonry units:
 - 1.1 Hollow Units:
 - a. ASTM C 90, normal weight, in accordance with the applicable codes.
 - 1.2 Solid Units:
 - a. ASTM C 145, normal weight, in accordance with the applicable codes.
2. Mortar
 - 2.1 Portland cement: ASTM C 150, in accordance with the applicable codes.
 - 2.2 Masonry cement: ASTM C 91, in accordance with the applicable codes.
3. Clean, sharp, well graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, organic matter and complying with ASTM C 144.
4. Utility Rooms to be of concrete block masonry including, mortar, anchors, ties, joint reinforcement, flashing between the wall and the deck above and tooling of all joints.
5. Masonry walls to be grout filled to a height of 36" above the parking deck for impact resistance. Masonry walls to be sealed and painted.

PART 7 METALS

A. Miscellaneous Metals

1. Provide all labor, materials, etc. per Building Code to install any and all miscellaneous metal items including, but not limited to, the following:
 - a. Loose metals lintels, bollards, pipe guards at all leaders, miscellaneous angles and plates and other miscellaneous fasteners, anchors and inserts.
 - b. 1 1/2" diameter welded steel tube railings and handrail at both stairs.
 - c. Aluminum handrails around the top of the garage and aluminum louvers at all openings.
 - d. Ferrous metal primer (2.5 dry mils) for all ferrous non-galvanized metals.

PART 8 THERMAL AND MOISTURE CONTROL

A. Slab on Grade

1. The ground level slab on grade shall be installed over termite treated fill, covered with 6 mil visqueen blanket.

B. Firestopping

1. Provide fire rated sealants at joints in all fire-rated partitions, floors, and ceilings.
2. Provide fire rated sealants at all penetrations of fire-rated partitions, floors, and ceilings.

C. EPDM Roofing

Provide EPDM roofing membrane (60 Mil) by Firestone or approved equal. Membrane to be loose-laid with stone ballast.

D. Stair Well Roofing

Provide a single ply roofing system over each stair well and provide wall caps at parapet walls.

E. Flashing and Sheet Metal

1. Provide counter flashing and base flashing.
2. Provide gutters and downspouts.

F. Caulking and Sealants

1. Caulk and seal joints to provide a positive barrier against passage of moisture and air shall be applied to:
 - a. Control joints between precast double tees.
 - b. Precast deck pour strips at interface of precast double tees and cross joints.
 - c. Precast tee / precast spandrel interface.
 - d. Sealant around all columns penetrating parking decks.
 - e. Caulking of all door frames.
 - f. Standard color for all caulks and sealants.
 - g. Joint filler to be ½" thick premold.
 - h. Elevator pit, all vertical and horizontal panel joints to provide a complete sealed structure.

PART 9 DOORS, WINDOWS AND GLASS

A. Standard Steel Doors and Frames

1. Provide 18 gauge hollow metal doors and hollow metal frames, fire ratings as required by code, complete with panic hardware at both stair wells.

B. Store Front Glass and Doors

1. Provide store front glass and doors at the ground level at each stair well.

C. Finish Hardware

1. Butts, hinges, locksets, latchsets, dead bolts, closures, push plates, door pulls, exit devices, door stops and tamper-proof screws, as required, for all doors stated in Section 9.A and 9.B.
2. Hardware finish shall be US32D – Dull Stainless
3. Interior hardware to be commercial, medium duty. Exterior hardware to be commercial heavy duty.

PART 10 FINISHES AND LANDSCAPING

A. Painting

1. All non-galvanized miscellaneous metal specified in Section (7.A) shall be painted with a standard color finish coat to match the color scheme of the garage.
 - a. All fire lines will be painted red or the color required by local code.
 - b. All doors and frames will be painted to match the building color scheme.
 - c. All stair tower handrails will be painted one color per tower.

- d. All field applied paint will be single coat epoxy or urethane with a minimum of 3 mils dry film thickness.
- 2. Provide (1) coat of primer sealer, (1) coat of finished paint to all surfaces of wall panels.
- 3. Provide interior painting of both stair wells.
- 4. Lay out and stripe all parking stalls, provide handicap signs, stripe all islands and install concrete wheel stops for all stalls.

B. Landscaping

- 1. Provide landscaping, irrigation, and sod in accordance with the approved site plans.
- 2. Provide brick paver sidewalks with planters along Avenue A and 3rd Street, NW to match the existing sidewalks theme, in accordance with the approved site plans.

PART 11 MECHANICAL

A. Plumbing

- 1. Provide a complete plumbing system including:
 - a. Fixtures as shown on the approved drawings.
 - b. Sanitary and storm risers.
 - c. Drains and piping for all roof levels and parking levels as required and piped to the retention pond.
 - d. Potable water supply to all fixtures and to hose bibs at each parking level.

B. Fire Protection

- 1. Garage Areas (on sprinkler)
 - a. Fire Standpipes at stair towers with valve stations at each level.
 - b. Recessed wall – mounted fire extinguishers and cabinets.
- 2. Offices Areas, if any, (sprinkler system)
 - a. “Wet” system, including piping and sprinkler heads per code.

C. Heating, Ventilation, and Air-Conditioning

- 1. All office and core areas, if any, are to receive cooling supplied by packaged roof-top air to be handling units distributed by ductwork to all areas. Variable air volume fan units are to be installed at several zones for even distribution.
- 2. Automatic temperature control system.

PART 12 ELECTRICAL

A. Electrical System

- 1. Provide complete electrical system consisting of an estimated 600 amp. Service (DB to verify size) to include all conductors, conduits, wiring devices, power to elevator and lighting system, all per code.

B. Fire Alarm

- 1. Provide complete fire alarm system per code with two (2) pull stations per floor.

C. Lighting Fixtures

- 1. Fluorescent lamps and ballast shall be T9 rated.

2. Ballast for compact fluorescent shall be high power factor type with Class P thermal protection.
3. Ballast for HID shall be constant wattage autotransformer or regulator, high-powered type.
4. All fixtures shall be supported from the structure.

ATTACHMENT A

PROPOSER INFORMATION / CERTIFICATION

1. Legal Name of Proposer. Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc:

2. Name/title of contact person for the Proposer: _____

3. Local business and mailing address: _____

4. Primary business and mailing address: _____

5. Telephone number: (____) _____ FAX: (____) _____

The above-named Proposer affirms and declares:

- A. That the Proposer understands all requirements of the RFQ and states that as a serious Proposer they will comply with all the stipulations included in the RFQ package.
- B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.
- C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
- D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasure is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.
- F. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness

BY: _____ (SEAL)
(Authorized signature in ink)

Witness

(Printed name of signer)

(Printed Title of signer)

CORPROATE SEAL
(Where appropriate)

(Date signed)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgement)

_____ (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgement)

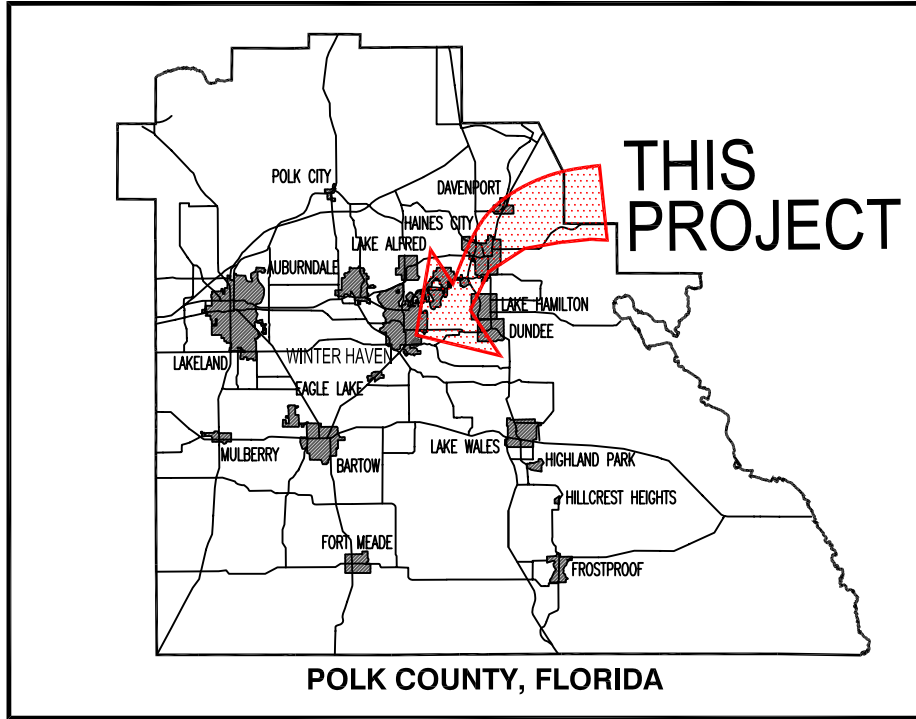
_____ (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

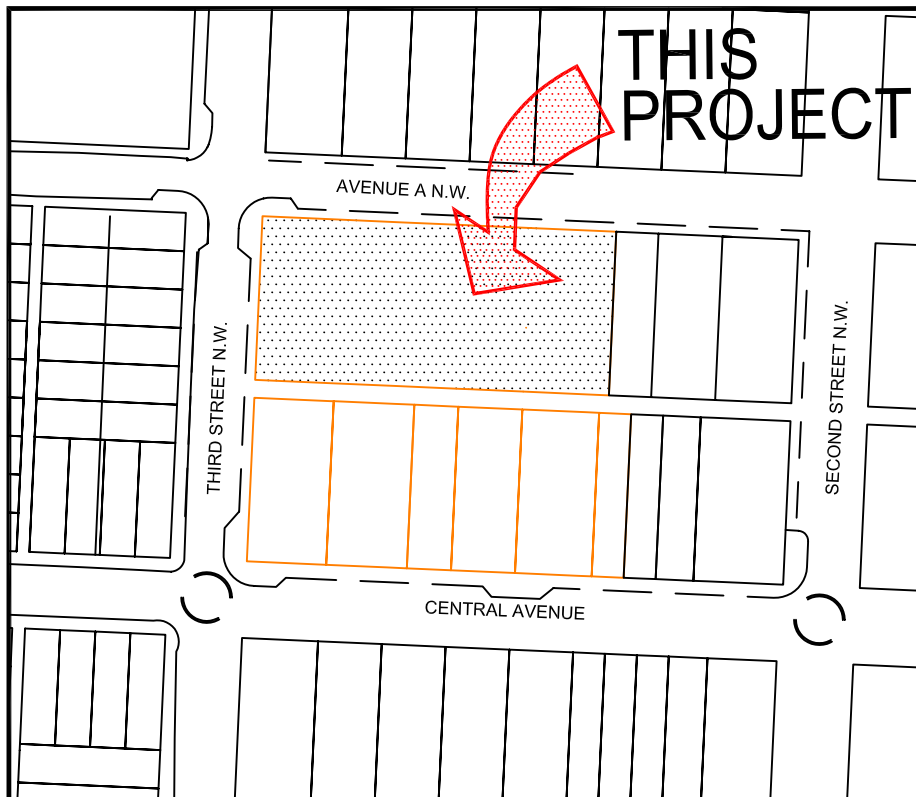
_____ (Serial Number, if any)

ATTACHMENT B (1 of 2)

DOWNTOWN PARKING GARAGE



VICINITY MAP



LOCATION MAP

ATTACHMENT B (2 of 2)

LEGAL DESCRIPTION

Downtown Parking Garage

Parcel Id #26-28-29-621000-023030

That part of the Town of Winter Haven, as shown on the map or plat recorded in Deed Book "M", Page 160 of the public records of Polk County, Florida; Described as: Tier #2, Block #3, the West-17 feet of Lot #3 and Lots #4 thru #8; all lying within Section 29, Township 28 South, Range 26 East, Polk County, Winter Haven, Florida;

Also described as: **Commence** at the Southwest Corner of the Northeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of Section 29, Township 28 South, Range 26 East, Polk County, Winter Haven, Florida; Thence Easterly, 150± feet along the South Boundary of said Northeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ of Section 29 to a point; Thence Northerly, 169± feet to a point; Thence Easterly, 32± feet to the **Point of Beginning**, said point being the Southwest Corner of Lot #8 of aforesaid Tier #2, Block #3 of the Map or Plat of the Town of Winter Haven, as Recorded in Deed Book "M", Page 160; Thence North-Northeasterly, 128± feet to the Northwest Corner of said Lot #8; Thence East-Southeasterly, 277± feet to the Northeast Corner of the West-17 feet of Lot #3 of said Tier #2, Block #3 of the Map or Plat of the Town of Winter Haven; Thence South-Southwesterly, 128± feet to the Southeast Corner of said West-17 feet of Lot #3; Thence West-Northwesterly, 277± feet to the **Point of Beginning**.

An area containing: 35,392.15 sq. ft. more or less

Description based on information obtained from the Polk County Property Appraiser's GIS maps and records.

Prepared and reviewed by the Engineering Division of the City of Winter Haven



SCALE: 1" = 20'

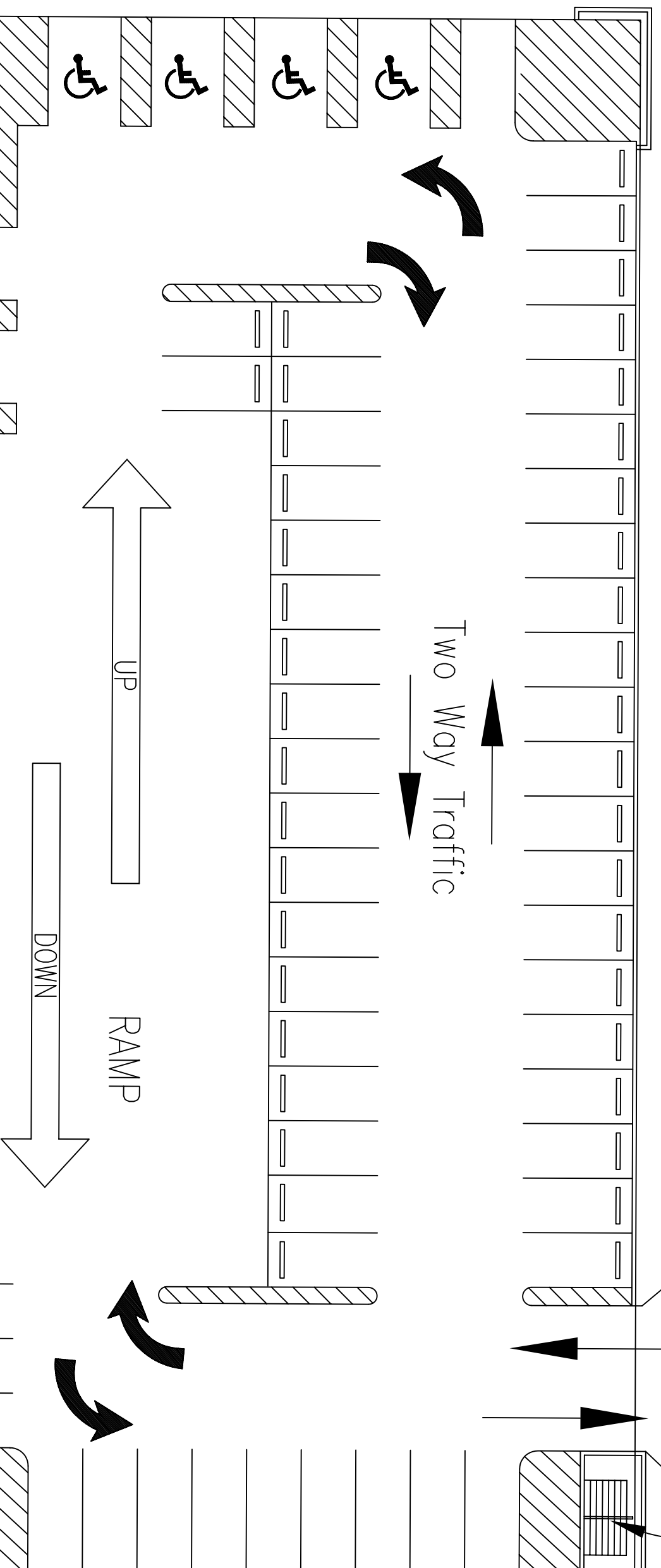
AVENUE A N.W.

GARAGE ENTRANCE

STAIRS

STAIRS

ELEVATOR



LEGEND

FIRST FLOOR PARKING	60 SPACES
SECOND FLOOR PARKING	99 SPACES
THIRD FLOOR PARKING	106 SPACES
TOTAL PARKING	265 SPACES

ATTACHMENT C (1 of 3)
 CONCEPTUAL FLOOR PLAN
 FOR RFQ PURPOSES ONLY

CITY OF WINTER HAVEN
 DOWNTOWN PARKING GARAGE

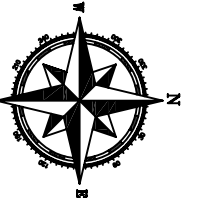
DOWNTOWN PARKING GARAGE
 1st FLOOR PLAN



ENGINEERING SERVICES DIVISION
 490 THIRD STREET, N.W. WINTER HAVEN, FLA. 33881 (863) 291-5850

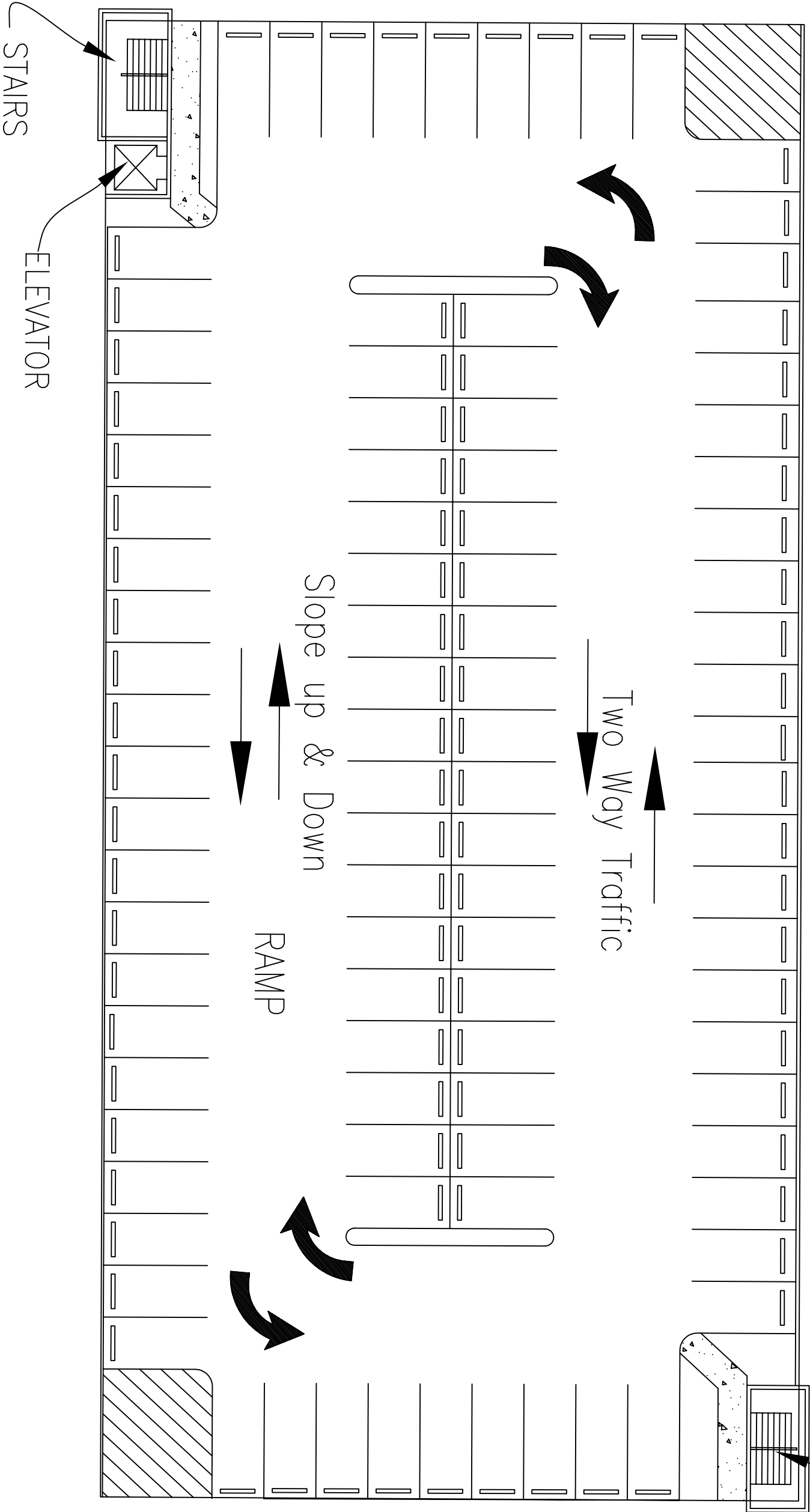
DESIGNED	J.A.C.
DRAWN	J.A.C.
CHECKED	JM
APPROVED	DLS
PROJECT NO.	010-030-H
DATE	June, 2010
NO.	

REVISION DESCRIPTION



SCALE: 1" = 20'

AVENUE A N.W.



LEGEND

FIRST FLOOR PARKING	60 SPACES
SECOND FLOOR PARKING	99 SPACES
THIRD FLOOR PARKING	106 SPACES
TOTAL PARKING	265 SPACES

**ATTACHMENT C (2 of 3)
 CONCEPTUAL FLOOR PLAN
 FOR RFQ PURPOSES ONLY**

CITY OF WINTER HAVEN
 DOWNTOWN PARKING GARAGE

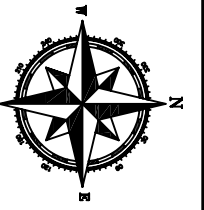
**DOWNTOWN PARKING GARAGE
 2nd FLOOR PLAN**



ENGINEERING SERVICES DIVISION
 490 THIRD STREET, N.W. WINTER HAVEN, FLA. 33881 (863) 291-5850

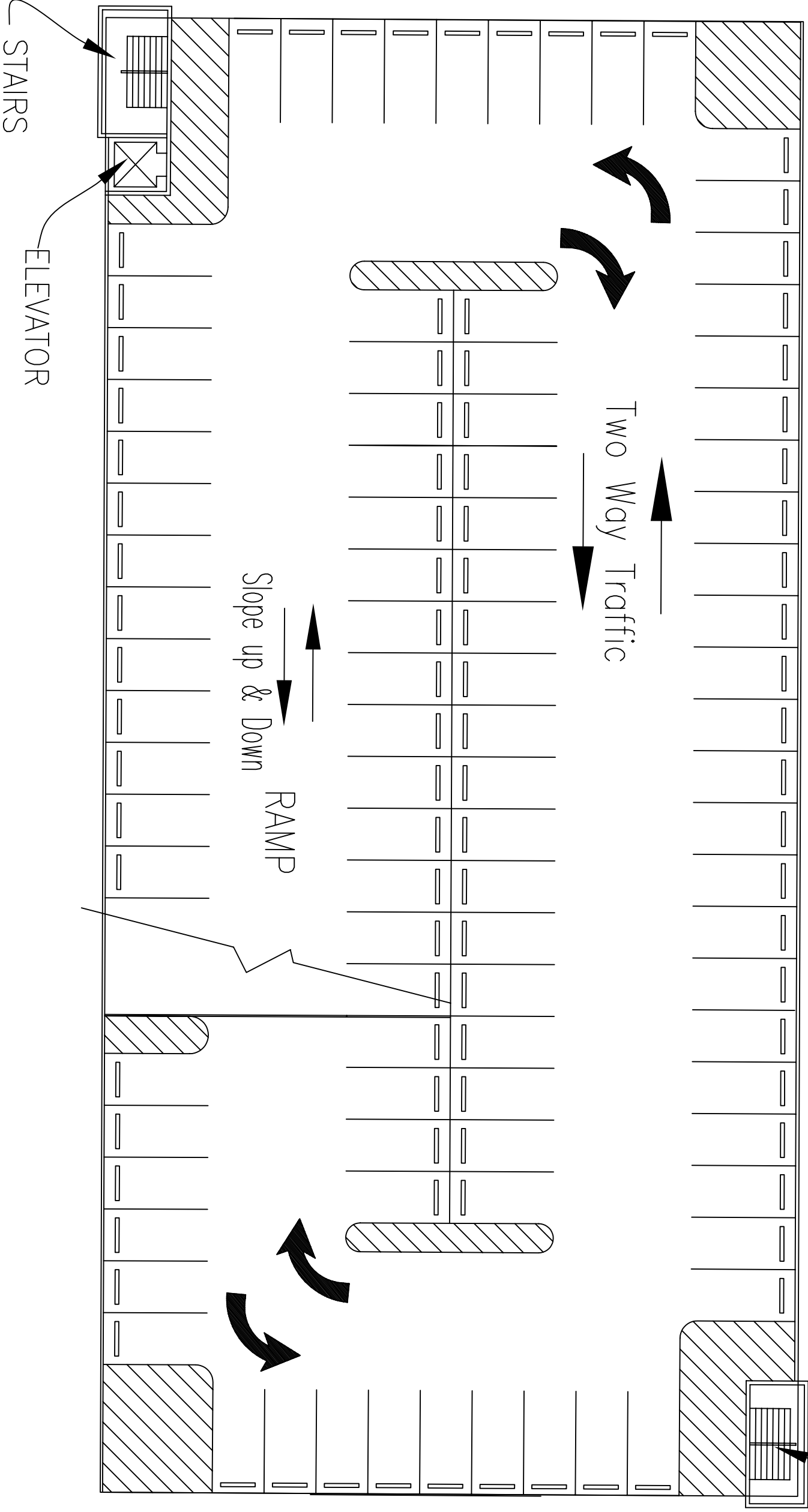
DESIGNED	J.A.C.
DRAWN	J.A.C.
CHECKED	JM
APPROVED	DLS
PROJECT NO.	010-030-H
DATE	June, 2010
NO.	

REVISION DESCRIPTION



SCALE: 1" = 20'

AVENUE A N.W.



LEGEND

FIRST FLOOR PARKING	60 SPACES
SECOND FLOOR PARKING	99 SPACES
THIRD FLOOR PARKING	106 SPACES
TOTAL PARKING	265 SPACES

**ATTACHMENT C (3 of 3)
 CONCEPTUAL FLOOR PLAN
 FOR RFP PURPOSES ONLY**

ATTACHMENT D

ESTIMATED PROJECT SCHEDULE SUMMARY

<u>TASK</u>	<u>DUE DATES</u>
Advertise for Design Build Services RFQ.....	11/5/10
Presubmittal Meeting.....	11/18/10
RFQ Opening Date.....	12/7/10
Notification of shortlist (no less than 4 firms).	12/22/10
Interviews for shortlist firms to begin on	1/6/11
Rankings of the short list firms to be posted on.....	1/13/11
Negotiations for a Contract with selected firm to begin.....	1/27/11
Contract Approved by City Commission.....	2/28/11
Notice to Proceed with Design Build Services*	3/21/11
100% plans for final approval by the City.....	6/21/11
Construction phase to begin.....	7/1/11
Substantial Completion.....	3/31/12
Final Completion.....	4/30/12

***NOTE:**

1. Notices to Proceed will depend on contract approval by the City Commission and the Design-Builder meeting its pre-Notice to Proceed contract obligations and permitting requirements.