



CITY OF FERNANDINA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

Architectural, Engineering + Design Services for the Renovation and Rehabilitation of The Fernandina Post Office Building (c.1912)

I. General

The City of Fernandina Beach and the Amelia Island Fernandina Restoration Foundation are issuing this Request for Qualifications (RFQ) for an architectural, engineering and design services firm with a strong record in successfully designing and providing construction administration for renovation and adaptive reuse projects involving architecturally significant historic properties. Responding firms should be technically qualified and licensed to provide design, inspection, and administrative services using federal, state and local funds, and should be familiar with local regulatory systems regarding historic properties. Additionally, the City is interested in utilizing sustainable construction techniques in the restoration of the structure, and responding firms should demonstrate experience or familiarity with application of LEED, other sustainable construction rating systems, or sustainable construction techniques in general.

II. Project Background

The Fernandina Post Office is one of the cornerstone civic buildings in the National Register Downtown Historic District of Fernandina Beach. Completed in 1912 and located at the corner of 4th and Centre Streets in the heart of downtown, the three-story 18,800 square foot structure with a full basement and unfinished attic displays the architectural details of the early 1900's. John Knox Taylor, Supervising Architect of the United States Treasury Department, chose an Italian Renaissance style popular in Florida during the early twentieth century. Mr. Taylor, a relative of President Zachary Taylor, is well-known for his emphasis on high quality construction, building monumental federal buildings that would become lasting structures of beauty in their communities. In addition to its individual historic architectural significance, this federal building is a key structure in the Downtown Historic District and is located across from the street from the Historic Courthouse (c.1898) and next door to the antebellum Lesesne House (c.1859). Federal offices were gradually relocated in the late 1930's or early 1940's. Until the late 1990's, space on the second and third floors was occupied by local businesses. The deterioration of the building and lack of elevator primarily caused these businesses to relocate. The Post Office now occupies only the first floor and the remaining space is vacant. The building was listed in 2009 as one of the eleven Most Endangered Historic Sites in Florida by the Florida Trust for Historic Preservation. The City of Fernandina Beach completed an amended Letter of Intent to acquire the building from the United States Postal Service on November 17, 2009. When acquired, any proposed work to the exterior of the structure will be required to go through the City's Historic District Council for approval prior to commencement of construction.

III. Project Scope

The project will clearly determine the cost of stabilization of the structure to prevent further deterioration and an assessment of potential adaptive reuse options for utilizing the space and their associated costs, including but not limited to, restoration and adaptation of the building for reuse as City of Fernandina Beach administrative offices and City Commission chambers, and incorporation of a smaller branch Post Office. The adaptive reuse assessment should be comprehensive and address various potential uses, and attempt to maintain and restore as much of the period exterior and interior architectural detailing as possible.

The selected Firm will provide a detailed estimated cost to stabilize the building envelope from further deterioration, a detailed cost estimate for the restoration of the entire structure to meet all current and applicable Federal and State codes, and detailed estimates for each of the potential adaptive reuses for the building as identified by the Firm. Additionally, through House Bill 7135, the Florida Legislature has expressed an important state interest in promoting the construction of energy-efficient and sustainable buildings. As a municipal project, the City of Fernandina Beach wishes to incorporate sustainable construction techniques in the restoration of this building to demonstrate community leadership in sustainable design.

The anticipated scope of the expected design services shall include, but is not necessarily limited to, the items outlined below:

- Existing Conditions Analyses
- Asbestos Assessment
- Recommendations for Stabilization
- Architectural Programming
- Alternates & Cost Analysis
- Site Evaluation and Development
- Spatial & Reuse Analysis
- Measured Drawings of Existing Conditions
- Schematic Design Services
- Design Development Services
- Construction Document Services
- Construction Administration Services
- Structural Design Services
- Mechanical, Electrical, and Plumbing, Fire Protection Services
- Mechanical Load Studies
- Interior Design/ Furnishing & Equipment Selection
- Signage/ Graphics Services
- Historic Preservation Expertise, including all firm staff potentially assigned to the project that meet the Secretary of the Interior's Professional Qualifications Standards, if any, and experience applying Secretary of the Interior's Standards for Treatment of Historic Properties Compliance
- Code Review and Compliance (including Local Government Historic District Guidelines)
- ADA Review and Compliance
- Parking Analysis

- Budgeting/Detailed Cost Estimates
- Project Scheduling
- Value Analyses/ Life Cycle Cost Analyses
- Commissioning Support
- Coordination with Consultants/Contractors hired by Owner
- Sustainable Construction Technical Expertise, including Experience or Familiarity with LEED, other Green Rating Systems, or Sustainable Construction in General

IV. Exhibits Included:

- Exhibit A - Notice of Intent with USPS and Attachments
- Exhibit B - Post Office Lead-Based Paint Survey
- Exhibit C - Post Office Limited Indoor Air Quality Assessment
- Exhibit D - Public Entity Crimes Statement
- Exhibit E - Drug Free Workplace Certification
- Exhibit F - Surber Barber Choate & Hertlein Report on Post Office Building

Additional historic information about the post office building may be found at the Amelia Island Museum at www.ameliamuseum.org.

V. Information Required

All responses to this Request for Qualification shall contain the following and have tabs identified as A- H:

- A. General description of the firm, including any firms to be included as subcontractors. The lead firm must be clearly identified.
- B. Resumes including the names, qualifications, locations, and availability of principal/key staff whom would be assigned to the project. This would include a detailed resume of the Project Manager.
- C. Capabilities of the firm or firms to carry out the anticipated scope of expected design services.
- D. Experience of the firm with renovation, remodeling, and adaptive reuse of offices, municipal buildings and historic structures or similar projects involving all aspects of the project.
- E. Three (3) current references directly related to the requirements of this project. Contact information should include complete address, phone number and email address if available.
- F. A brief description of the firm's general approach to the proposed project and a tentative schedule.
- G. Complete Exhibits D and E and include in RFQ response.
- H. Any other information that the vendor wishes to submit for consideration.

VI. Evaluation Process

A. Procedures for selection of an individual or firm will be in accordance with the Competitive Consultants Negotiation Act (CCNA) and local government requirements. All Requests for Qualifications (RFQ) will be evaluated in terms of project approach, timing, experience, quality of work, and capacity to perform. Local government experiences and qualifications desired include, but are not limited to, rehabilitation of historic properties and publicly funded construction contract management services. Past performances on local government construction projects will also be assessed in terms of timeliness, completing work within budget, quality of work, and other factors, such as knowledge of community.

B. Evaluation Criteria:

- **Quality of Firm and Experience (Experience in Restoration & Rehabilitation of Significant Historic Structures)** 35%
- **Qualifications of Staff** 30%
- **Project Approach** – demonstrates understanding of project requirements and proposes method to accomplish the work meeting or exceeding criteria listed in the RFQ. 25%
- **Demonstrated Government Experience** 10%

VII. Administration

The qualification review for the project will be administered by the City of Fernandina Beach in conjunction with representatives of the Amelia Island Fernandina Restoration Foundation. Project funding will be provided by the City of Fernandina Beach.

VIII. Selection Process

The City of Fernandina Beach and the Amelia Island Fernandina Restoration Foundation has appointed five (5) members to a RFQ review committee to review and rank each RFQ response. All RFQ respondents will be notified of selection or non-selection.

IX. Anticipated Schedule

December 9, 2009	Request for Qualifications Advertised
December 16, 2009	Optional Pre-RFQ Site Visit/Question and Answer*
January 11, 2010	RFQ Opening Date (Deadline for receipt is 2:00pm)
January 20, 2010	Evaluation of Responses Completed
January 22, 2010	Final Evaluation Review Committee Meeting
February 2, 2010	Decision by City Commission
February 10, 2010	Negotiate Compensation for Initial Task/Scope
February 12, 2010	Firm Commences Work
April 30, 2010	Firm Completes Work and Submits Final Report

This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

*See “E. Examination of Plans, Specifications and Site of Work”

Pre-RFQ Site Visit Meeting Date: December 16, 2009 Time: 9:30 am
Location: City Hall Chambers
204 Ash Street
Fernandina Beach, FL 32034

X. Procedures for Submission of Request for Qualifications (RFQ)

A. The original RFQ submittal (**1 original, 5 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ #09-104** and addressed to:

City of Fernandina Beach
City Clerk's Office
RFQ# 09-104
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered submittals are to be taken to the Clerk's Office at the above address.

Any submittal received after the above stated time and date will not be considered and will be returned unopened. It shall be the sole responsibility of the Firm to have its RFQ delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Firm.

The RFQ shall be accompanied by a "Public Entity Crimes Statement" herein provided as "Exhibit D", a "Drug Free Workplace Certification", herein provided as "Exhibit E".

The RFQ must also be accompanied by a cover letter stating the name and role of the primary contractor and any subcontractors. It should be signed by officers of the prime and subcontractors with the authority to submit an RFQ from their respective firms.

B. Small Business Participation

The City of Fernandina Beach strongly encourages small, minority and/or women owned firms or joint venture firms to submit proposals.

C. Laws, Ordinances, Rules, Regulations, Permits, and Licenses

The Firm shall observe and obey all the laws, ordinances, rules, regulations, and policies of the City of Fernandina Beach and the federal and state governments which may be applicable to the Firm's operation and shall, at the sole cost of the Firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

D. Confidentiality

Firms are hereby notified that any part of the Request for Qualifications, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

E. Examination of Plans, Specifications and Site of Work

Firms are required before submitting their RFQ to visit the site of the proposed work and familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. They are also required to examine carefully the plans and specifications and contract documents, and to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Firm will in no way relieve them of the obligations and responsibilities assumed under the Contract.

F. Miscellaneous Provisions

Neither the City of Fernandina Beach nor the Amelia Island Fernandina Restoration Foundation shall be responsible for any costs incurred in the preparation of the Request for Qualifications or other related activities.

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all RFQs. The City also reserves the right to waive minor irregularities or variations to the specifications and in the RFQ process.

Any questions regarding this RFQ must be sent in writing and can be emailed to: Deni Murray, COFB Purchasing Agent, at dmurray@fbfl.org . Responses will be communicated via addenda on the City's website at www.fbfl.us, Bids and Purchasing web page. It is the Firm's responsibility to check the City's website for Addenda prior to submitting their RFQ. The deadline for questions is 5 days before RFQ opening.

FIRMS SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of Addendum may result in rejection of the bid.

Addendum #	By (Name)	Date	Addendum #	By (Name)	Date

Firms are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

All such materials shall remain the property of the City of Fernandina Beach and will not be returned to the respondent.

G. INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR PROJECT

1. Indemnification

The PROFESSIONAL agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the PROFESSIONAL in the performance of this Agreement. The PROFESSIONAL's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the PROFESSIONAL against the City and the PROFESSIONAL hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the PROFESSIONAL shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the PROFESSIONAL's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving PROFESSIONAL of any of its obligations hereunder. If the PROFESSIONAL assumes control of the defense of any third party claim in accordance with this paragraph, the PROFESSIONAL shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the PROFESSIONAL shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the PROFESSIONAL has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. PROFESSIONAL expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. PROFESSIONAL's Status as an Independent Contractor

That status of the PROFESSIONAL under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the PROFESSIONAL, nor shall the PROFESSIONAL be an agent of the City of Fernandina Beach.

3. Waiver of Subrogation

The City of Fernandina Beach and the PROFESSIONAL waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the PROFESSIONAL as trustees. The PROFESSIONAL shall require similar waivers from all subPROFESSIONALS and their subcontractors and suppliers.

The City of Fernandina Beach and the PROFESSIONAL waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The PROFESSIONAL shall require similar waivers from all subPROFESSIONALS and their subcontractors and suppliers.

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

4. PROFESSIONAL Insurance

The PROFESSIONAL shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage, nor shall the PROFESSIONAL allow any SubPROFESSIONAL to commence work under this agreement until all similar insurance required of the SubPROFESSIONAL has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The PROFESSIONAL's insurance, and the insurance of any other party bound to the PROFESSIONAL shall be considered primary. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise

out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

5. Loss Deductible

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the PROFESSIONAL.

6. SubPROFESSIONAL's Insurance

The PROFESSIONAL shall require each of his SubPROFESSIONALs, if any, to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his subPROFESSIONALs in his policy as required in this Article.

7. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to the PROFESSIONAL at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach, naming the City as additional insured, and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the PROFESSIONAL and all subcontractors/subPROFESSIONALs shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the PROFESSIONAL's obligations to fulfill the requirements of this Article.

8. Workers' Compensation Insurance

The PROFESSIONAL shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with work under this agreement, and in the event any work is subcontracted, the PROFESSIONAL shall require the SubPROFESSIONAL similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the PROFESSIONAL. The PROFESSIONAL may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers'

Compensation statute, the PROFESSIONAL shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

9. Liability Insurance

The PROFESSIONAL shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article; it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

10. Professional Liability Insurance

During the term of this agreement, the PROFESSIONAL will carry Errors and Omission insurance which will cover liability for any damage or non performance on account of any error, omission, or other provable negligence caused by the PROFESSIONAL. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.

END OF RFQ