



City of Ormond Beach

Purchasing Office, 22 South Beach Street

Ormond Beach, Florida 32174

Telephone (386) 676-3223

Fax (386) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Development of Parking and Park Facilities – 839 S. Atlantic Avenue**

RFQ NUMBER: **2011-06**

RFQ DUE DATE & TIME: **Wednesday, January 19, 2011 at 2:00 PM (2nd floor)**

RFQ OPENING LOCATION: **Upstairs Conference Room at Ormond Beach City Hall**

PRE-SUBMITTAL MEETING: **Wednesday, January 5, 2011 at 2:00 PM, City Hall Training Room**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. : _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases or 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

NON-CONFIDENTIALITY OF BIDS AND/OR SUBMITTALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. The information contained in responsive bids and/or proposals may be subject to examination and copying by members of the general public in accordance with the Public Records Act, Chapter 119, Florida Statutes.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Coordinator on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Coordinator after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the City's Purchasing Coordinator, unless otherwise specified in the RFQ. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any purchase order or contract issued pursuant to an RFQ and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase order or contract.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
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REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES
FOR
DEVELOPMENT OF PARKING AND PARK FACILITIES
839 S. ATLANTIC AVENUE
RFQ NO. 2011-06

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualification submittals from consultants to provide engineering and architectural design services for the development of proposed parking and park facilities.

The document package necessary for participating in this RFQ can be obtained on-line at www.demandstar.com, or by calling Onvia DemandStar Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, please contact the Purchasing Coordinator at (386) 676-3223.

Ten (10) bound copies of the proposal must be submitted no later than **Wednesday, January 19, 2011 at 2:00 PM** to the Purchasing Coordinator, 22 South Beach Street, Ormond Beach Florida, 32174.

A **pre-submittal meeting** to discuss the details and requirements of the contract will be held on **Wednesday, January 5, 2011 at 2:00 p.m.**, in the Training Room located in the breezeway between City Hall and the Public Library. All prospective bidders are strongly encouraged to attend.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF ORMOND BEACH

By: Marilyn Porter
Purchasing Coordinator

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida, is seeking qualification submittals from consultants to provide engineering and architectural design services for the development of the proposed project referred to as Development of Parking and Park Facilities, 839 S. Atlantic Avenue.

TENTATIVE SCHEDULE

December 19, 2010	Legal Advertisement
January 5, 2011 at 2:00 PM	Non-mandatory pre-submittal meeting. City Hall Training Room, 22 South Beach Street, Ormond Beach, Florida, 32174
January 19, 2011 at 2:00 PM	RFQ submittals due – Ten (10) bound copies of the RFQ submittals due to Purchasing Coordinator, 22 South Beach Street, Ormond Beach, Florida, 32174.
January 20 – February 10, 2011	Submittal Rankings
March 1, 2011	City Commission Approval of Rankings

TERM OF AGREEMENT

The contract will be for the duration of this project.

GENERAL INSTRUCTIONS

- **Inquiries:** Questions may arise as firms are preparing their submittals. Please direct questions in writing to:

John Noble, P.E.
City Engineer
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3269
FAX: (386) 676-3304
e-mail: noble@ormondbeach.org

- **Signature Requirements:** Submittals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

- Proposal Delivery: The City of Ormond Beach must receive ten (10) bound copies of the submittal no later than **Wednesday, January 19, 2011 at 2:00 PM**, to the Purchasing Coordinator, City Hall (2nd Floor), 22 South Beach Street, Ormond Beach, Florida 32174. Submittals shall be in a sealed envelope / box, addressed to Marilyn Porter, Purchasing Coordinator. **Please make sure the sealed envelope / box is clearly marked RFQ No. 2011 - 06.**
- Addenda and Supplements to the Request for Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each firm that has requested a copy of this document.
- Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- Submittals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF ENGINEERING FIRM

Professional Qualifications: Any firm or individual licensed to perform professional engineering services in the State of Florida, having demonstrable professional experience in the project category and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

SUBMITTAL REQUIREMENTS

Information to be Submitted: The proposal package which shall consist of the following:

Ten (10) bound copies of the proposal which must include the following information:

1. Letter of Interest.
2. Request for Qualification form, completed.
3. Philosophy and general design approach of the firm or individual.
4. Proposed organizational chart. Include sub-consultants, if proposed.
5. Detailed resumes of the project team.
6. Past Performance Experience - Similar Projects. List five similar projects which the proposed project manager or designated office of the engineering firm has completed within the past five (5) years including:
 - a) Project name
 - b) A brief project description including construction costs
 - c) The Owner, contact person and telephone number
 - d) Project completion date
 - e) Engineer of Record
7. Proposed project approach including a rendered conceptual plan (11"x 17").
8. Project timeline based on the Notice to Proceed being June 1, 2011.
9. Location of office(s) where the project management team will be located.
10. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
11. Copy of Engineering firm's current Florida Professional License renewal.
12. Copy of Engineering firm's insurance.
13. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
14. Completed Drug-Free Workplace Certification

Submittals shall be limited to a maximum of one hundred (100) pages.

EVALUATION

Evaluation Criteria: The most important evaluation emphasis will be placed upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project. The location of the firm will also be an important factor.

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

Designated City staff will review and evaluate responses to this RFQ and will designate no less than three of the most qualified proposers based on rankings. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. The Ranking team will then rank the three most qualified firms and proceed to negotiate a proposed contract in accordance with the provisions of the Consultant's Competitive Negotiation Act. The proposed contract will be submitted to the City Manager for approval and recommendation to the City Commission.

See attached Selection Criteria Form.

SCOPE OF WORK

The City of Ormond Beach (City) is located on the east coast of Florida just north of Daytona Beach. Ormond Beach was once home to oil industry multi-millionaire, John D. Rockefeller and railroad magnate, Henry Flagler, as well as the early automotive pioneers who tested their inventions on the hard-packed beach.

Today, Ormond Beach is known as the "Birthplace of Speed" and celebrates its racing heritage with annual events that reenact the early days of racing on the beach. Visitors to the area can enjoy a tour through The Casements, the former winter home of John D. Rockefeller, canoeing, fishing and viewing a vast array of wildlife at Tomoka State Park. The area also boasts several beachfront and riverfront parks.

In order to protect the sea turtle nesting sites, Volusia County closed vehicular access to our beaches north of Granada. Also, Ormond Beach faces the continuing loss of use of the beach south of Granada for on-beach parking and access due to the southerly migration of soft red sand, which is both of significant concern and largely unique to Ormond Beach. Currently, only 2 of the 7 beach approaches in Ormond Beach are open due to this soft red sand condition restricting access to only all-wheel drive vehicles.

At the City Commission's Goals workshop conducted on January 2010, the Commission directed the City Manager to pursue beach park/parking as one of its top priorities for the 2010 year in order to provide safe beach access and parking along Ormond Beach for the residents and many visitors to enjoy. Through cooperation with local and private entities, the proposed 4-acre parcel

east of A1A (839 S. Atlantic Avenue) was acquired by the City, in partnership with the County of Volusia after a successful ballot bond initiative was approved by the citizens of Ormond Beach on August 24, 2010. This approval and purchase will allow Ormond Beach to develop its first public beachfront park that will provide much needed off-beach parking and beach access while preserving and enhancing natural areas, dunes, and scenic ocean views.

DESIGN TEAM

The City envisions selecting a firm or individual who has sufficient experience and knowledge preparing plans and specifications specializing in coastal / beachfront public parks and/ or other coastal developments similar in nature with sufficient experience and knowledge of coastal construction requirements and associated environmental concerns that would apply to this type of development for the issuance of construction permits (Federal, State and Local) and to receive competitive bids for construction. The qualified firm must also possess strong graphic and presentation skills as many public meetings / presentations will be required.

At a minimum, the qualified design team should be comprised of the following professional disciplines:

- Civil Engineer
- Architect
- Landscape Architect
- Electrical Engineer
- Land Surveyor

DESIGN ELEMENTS

Initial discussions envisioned the proposed project to include the following design elements, although these elements are subject to change during the course of the project through open public meetings. The conceptual design / rendering should include the following design elements:

- Minimum of 200 parking spaces
- Include adjacent Milsap approach into overall design concept
- Restrooms / concession area
- Safe pedestrian access from A1A
- Safe beach access in compliance with ADA requirements
- Pedestrian plaza with covered pavilions
- Children's playground
- Landscaping and irrigation
- Site furnishings
- Site lighting
- Dune restoration
- Storage and dumpster / trash collection area.

SITE SURVEY

The City has placed a digital file (AutoCAD 2007) of a current boundary survey on our FTP site. Please use this survey to prepare the required conceptual design / rendering. To access this file please follow the directions below:

To pick it up please follow these steps:

Click the following link to open our FTP site in your browser <ftp://ftp.ormondbeach.org>

*Double-click on the folder "**Engineering**" Double-click on the folder "**839 S. Atlantic Avenue**"*

*Copy the file and paste it to any location on your computer. You can also use drag and drop. The file(s) are named: ***50807013C.DWG****

PUBLIC INVOLVEMENT

This project will involve significant public involvement, with participation from the City Commission, County Council, City and County Staff, City Advisory Boards, identified stakeholders and interested citizens. The tasks will include:

- Assist in carrying out public processes that encourage the participation of all interested parties.
- Attend regular meetings of City Advisory Boards and City Commission to gather input from stakeholders and provide project updates.
- Attend and facilitate three to four public workshops to solicit input from the public during the design process and keep community members informed.
- Provide graphic and written information as required to support public outreach efforts.

RISK MANAGEMENT AND INSURANCE REQUIREMENTS

A. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the City or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
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0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

C. Requirements for Certificates of Insurance

- (a)** With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of “Best’s Key Rating Guide”, published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- (b) For Workers’ Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

SIGNER'S NAME (PRINT OR TYPE)

AUTHORIZED SIGNATURE

TITLE

DATE

City of Ormond Beach

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name

Signature

Title

**DEVELOPMENT OF PARKING AND PARK FACILITIES
839 S. ATLANTIC AVENUE
RFQ NO. 2011-06
SELECTION CRITERIA FOR PROFESSIONAL
ENGINEERING SERVICES**

NAME OF FIRM: _____

REVIEWER: _____

DATE: _____

	<u>Points</u>
Qualifications of the Firm (25 pts.)	_____
Project Team (25 pts.)	_____
Relevant Project Experience (20 pts.)	_____
Project Approach and Schedule (15 pts.)	_____
Location of Firm (10 pts.)	_____
Located in Ormond Beach City Limits – 10 Pts.	
Located in Volusia County – 7 Pts.	
Located within 100 miles – 3 Pts.	
Minority Business Enterprise (5 Pts.)	_____
Total Points:	_____

City of Ormond Beach - 839 S. Atlantic Ave.



Airport and Railroad

— AIRPORT

— RAILROAD

Major Roads

— I-95

— MAJOR

City Streets

DIRT

PAVED

Water Features

Parks

Property Lines

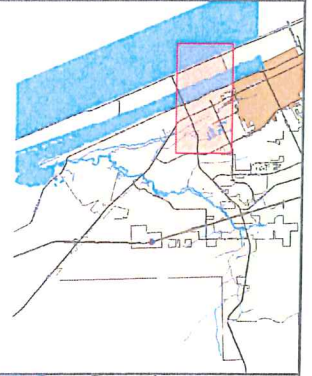
City Limits

ORMOND BEACH

HOLLY HILL

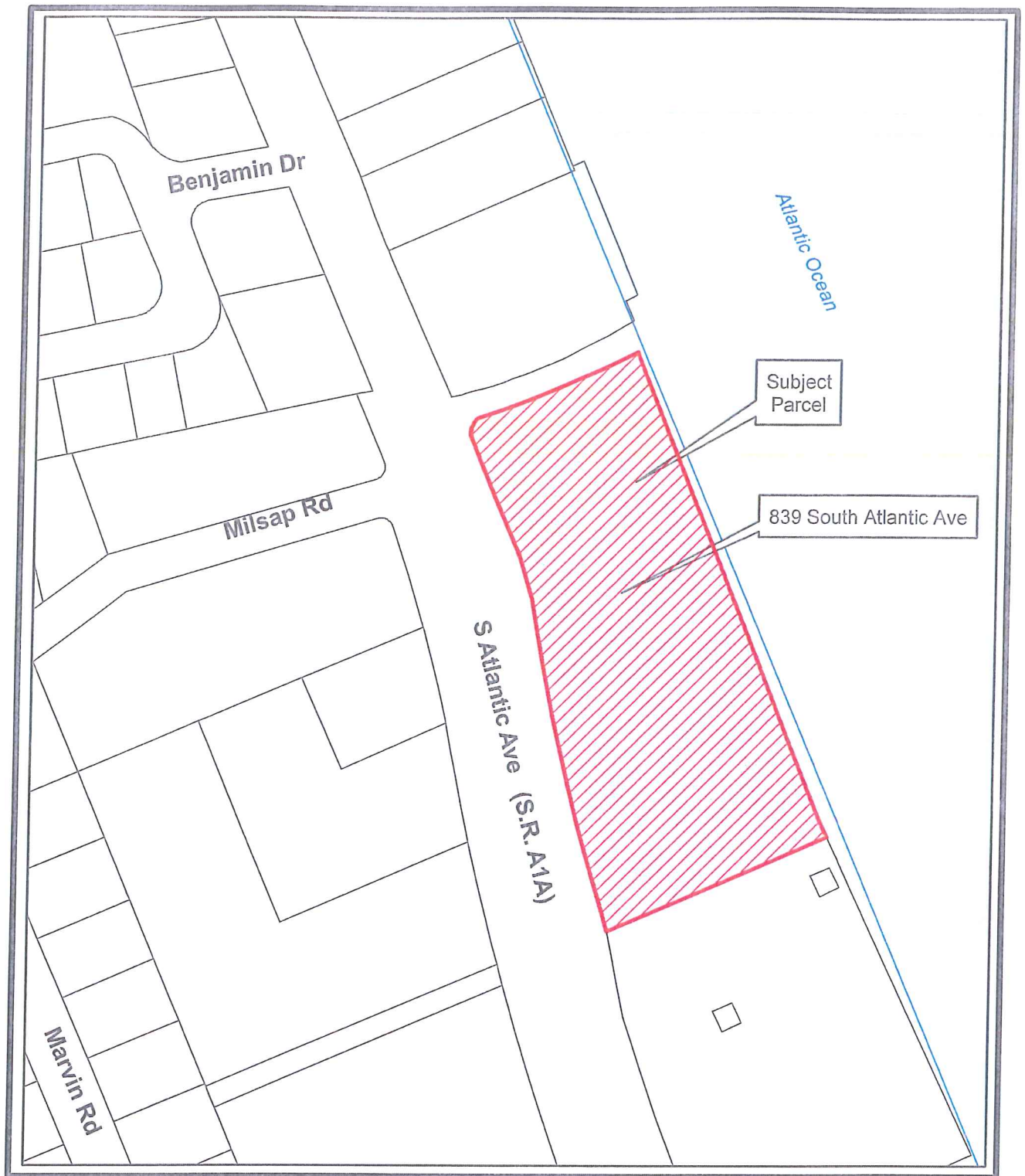
DAYTONA BEACH

2,275 ft



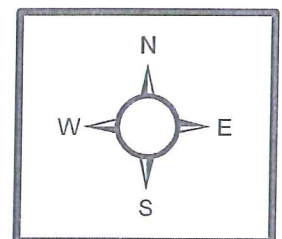
GIS data is provided on an "as is" basis. The accuracy or reliability of the data is not guaranteed or warranted in any way. The City of Ormond Beach specifically disclaims any warranty either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use. The entire risk as to quality and performance of the data is with the end user. In no event will the City, its staff or its representatives be liable for any direct, indirect, incidental, special, consequential, or other damages, including loss of profit, arising out of the use of this data even if the City has been advised of the possibility of such damages.





LOCATION MAP
839 SOUTH ATLANTIC AVE (4224-01-18-0010)

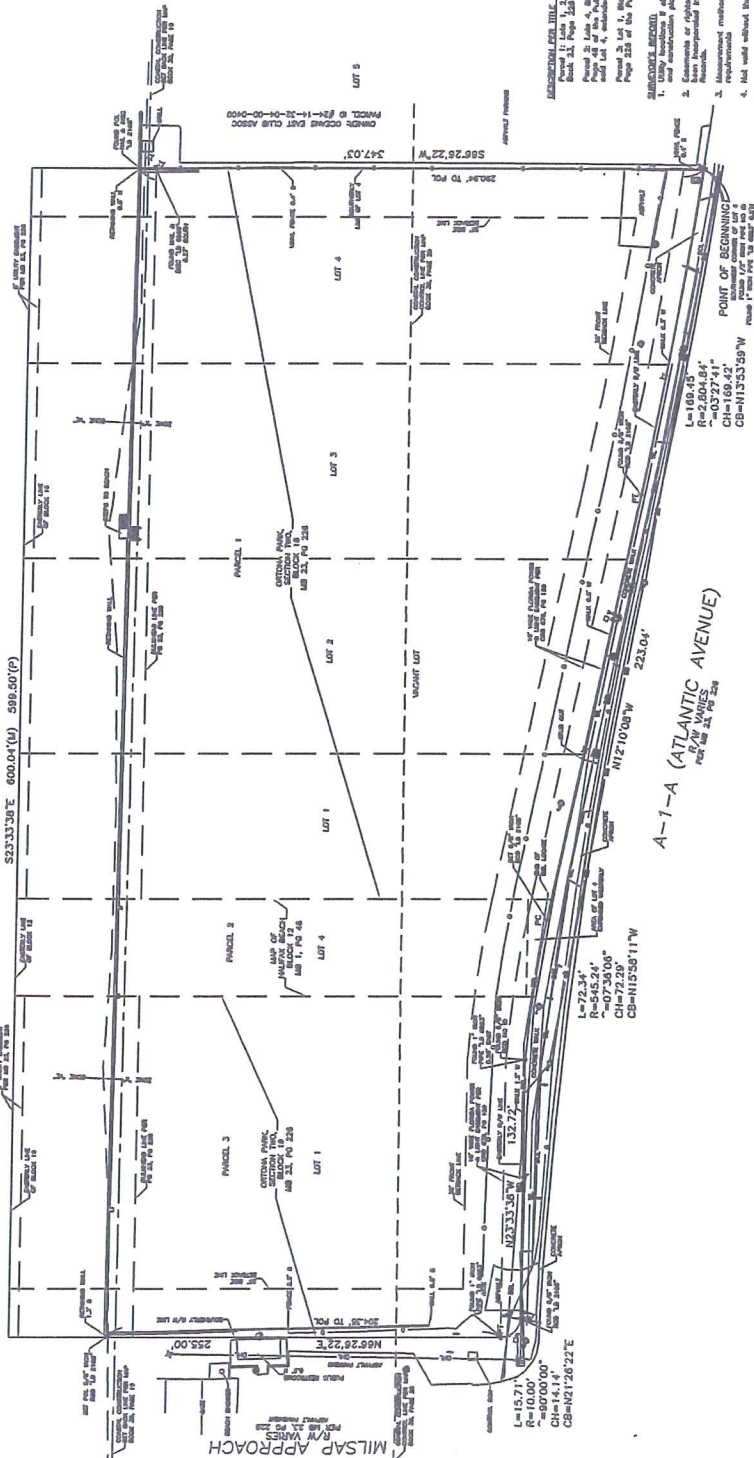
The City of Ormond Beach
G.I.S. Department
Prepared by: Eric Dickens 04/28/2010



ATLANTIC OCEAN

LEGEND & ABBREVIATIONS

- S- CHAINLINE FENCE
- D- DRAINAGE MANHOLE
- E- ELECTRIC MANHOLE
- EL- ELECTRIC LANE
- EL- OVERHEAD LANE
- EL- GAS LANE
- EL- SHEDDY SHED LANE
- EL- WATER LANE
- EL- MAP BOOK
- EL- PAVED
- EL- LIGHT SIGN
- EL- TRAFFIC SIGN
- EL- TELEPHONE MANHOLE
- EL- WATER METER
- EL- UNDER VALVE
- EL- BACKFLOW PREVENTER
- EL- POST
- EL- BURNED CABLE TV POST
- EL- BURNED TELEPHONE POST
- EL- ELECTRIC TOWER



REMARKS FOR THIS COMMISSIONED SURVEY

1. Utility easements shown are based on field inspection of existing easements and are not intended to be a warranty of the utility company's records. The utility company is responsible for the accuracy of its records.

2. The survey was conducted on the 15th day of June, 2010, at the request of the client.

3. The survey was conducted by the undersigned, a duly qualified and licensed Surveyor in the State of Florida.

4. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

5. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

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18. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

19. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

20. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

NOTICE OF WARNING

This survey is intended to show the boundaries of the land shown. Any other use, however, or reliance by any other party in this survey is at their own risk. The surveyor is not responsible for any other use or reliance on this survey.

1. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

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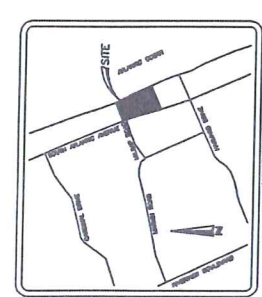
19. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

20. The survey was conducted in accordance with the Florida Statutes and the Rules of the State Board of Professional Regulation.

ZONING INFORMATION

CURRENT ZONING DATES: JUNE 20, 2010

ITEM	EXISTING ZONING	PROPOSED ZONING	REMARKS
1. ZONING DISTRICT	RS-1	RS-1	
2. ZONING MAP	122-000	122-000	
3. ZONING CODE	122-000	122-000	
4. ZONING DISTRICT	RS-1	RS-1	
5. ZONING MAP	122-000	122-000	
6. ZONING CODE	122-000	122-000	
7. ZONING DISTRICT	RS-1	RS-1	
8. ZONING MAP	122-000	122-000	
9. ZONING CODE	122-000	122-000	
10. ZONING DISTRICT	RS-1	RS-1	
11. ZONING MAP	122-000	122-000	
12. ZONING CODE	122-000	122-000	
13. ZONING DISTRICT	RS-1	RS-1	
14. ZONING MAP	122-000	122-000	
15. ZONING CODE	122-000	122-000	
16. ZONING DISTRICT	RS-1	RS-1	
17. ZONING MAP	122-000	122-000	
18. ZONING CODE	122-000	122-000	
19. ZONING DISTRICT	RS-1	RS-1	
20. ZONING MAP	122-000	122-000	
21. ZONING CODE	122-000	122-000	
22. ZONING DISTRICT	RS-1	RS-1	
23. ZONING MAP	122-000	122-000	
24. ZONING CODE	122-000	122-000	
25. ZONING DISTRICT	RS-1	RS-1	
26. ZONING MAP	122-000	122-000	
27. ZONING CODE	122-000	122-000	
28. ZONING DISTRICT	RS-1	RS-1	
29. ZONING MAP	122-000	122-000	
30. ZONING CODE	122-000	122-000	



NOT TO SCALE

ALTA/ACSM Land Title Survey

Survey No. 00000003

Page No. 1 of 1

Surveyed by: [Signature]

Surveyed on: 06/15/2010

Surveyed at: [Location]

Surveyed for: [Client]

Surveyed by: [Surveyor]

Surveyed on: 06/15/2010

Surveyed at: [Location]

Surveyed for: [Client]

Surveyed by: [Surveyor]