



*Request For Proposal # 09-67K
(CCNA - Design/Build)*

Palm Avenue Parking Garage

Neighborhood and Development Services Department

*Issued by the City of Sarasota
Financial Administration/ Purchasing Division*

Proposals to be submitted on:

October 16, 2009 prior to 2:30 p.m.

*in the Office of the Purchasing Manager
1565 First Street, Room 205
Sarasota, Fl. 34236
Ph. #(941) 954-4151*



Notice to Proposers
RFP # 09-67K

September 1, 2009

Request for Proposal (RFP)

The City of Sarasota, Florida, is seeking a professional Design/Build Team, in accordance with the provisions of the Consultant's Competitive Negotiations Act (CCNA), from qualified professional consulting Architectural and General Contractor firms with experience in the preparation of plans, permitting and construction phase services for the **Design/ Build: Palm Avenue Parking Garage Project**.

The Scope of Services for this RFP is available from Demandstar by calling (800) 711-1712 or by accessing their Internet address at www.demandstar.com. Vendors who obtain the Scope of Services from sources other than DemandStar or the City of Sarasota Purchasing Department are cautioned that the submittal package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete proposals.

Those individuals/ firms interested in being considered for **RFP # 09-67K Palm Avenue Parking Garage (CCNA - Design/Build)** are instructed to submit **ten - (10) copies and one (1) original of their proposals**, pertinent to this project prior to **2:30 PM on October 16, 2009**, to the office of the Purchasing Manager, 1565 First Street, Room 205, Sarasota, Florida, 34236. The RFP proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked: RFP # 09-67K: Palm Avenue Garage (CCNA – Design/ Build). Qualified responses will be reviewed and ranked by an evaluation committee.

A **Non-Mandatory Pre-Proposal meeting** has been scheduled for **9:30 a.m. on September 15, 2009**, in the Federal Building, Room 100, 111 S. Orange Avenue, Sarasota, FL, 34236, for the purpose of discussing the proposed project. All prospective Proposers are encouraged to obtain and review plans and specifications for this project **before** the pre-proposal meeting so that they may be prepared to discuss any question or concerns they have concerning this project.

Please Note: in the event a Design/ Build Team chooses not to submit a proposal, please refer to Item # XVI (page 18): "No Response to RFP" for instructions.

Questions regarding this Request for Proposal # 09-67K are to be directed in writing to Barney Kavanagh, Senior Procurement Specialist, using email address: Barney.Kavanagh@SarasotaGov.com, or faxed to (941) 954-4157, during normal working hours.

Sincerely,

Mary G. Tucker, CPPO, FCPM
Purchasing Manager

Minimum Requirements

Palm Avenue Parking Garage

Purpose:

The City of Sarasota, Florida, is seeking a professional Design/Build Team, in accordance with the provisions of the *Consultant's Competitive Negotiations Act (CCNA)*, from qualified professional consulting Architectural and General Contractor firms, lawfully engaged as companies to do business in the State of Florida; with experience in the preparation of plans, permitting and construction phase services for the **Design/ Build: Palm Avenue Parking Garage** Project.

I. Scope of Services/ Project Description

On February 17, 2009, the City Commission directed Staff to develop a Request For Proposal (RFP) for the design and construction of an approximate 670-700 vehicle-parking garage on a portion of a City-owned parcel located on 1289 North Palm Avenue (*See Exhibit A*). In addition to parking, the project will provide prime retail space along Palm Avenue while preserving a portion of the lot for future commercial development.

The site, identified in the Downtown Master Plan for civic parking reservation met with Consultant Andres Duany's vision for the creation of centralized parking facilities throughout the urban core. Centralized municipal parking structures encourage economic vitality by allowing adjacent parcels to redevelop without having to provide their own respective parking structures within their buildings. Public parking garages enhance the vitality of the downtown by encouraging workers and visitors to use the pedestrian ways to move between destinations.

The City has identified multiple design goals that will be achieved as part of the municipal project. The parking garage must be "User Friendly," meaning easy to locate and enter, drive through, and park for pedestrians, bicycles, and vehicles. It must be functional with no support structures located near drive isles and parking spaces or obstructing views. The parking decks shall be well lit and maintained and provide a level of security consistent with a public parking structure. Elevators and stairwells should allow for maximum connectivity to surrounding uses.

The structure shall be "Environmentally Responsible" by promoting sustainable building practices and green initiatives. Promotion of passive lighting and air circulation, electric vehicle charging spaces, and the reuse of onsite retention of water for irrigation will take place. It is the objective of the project to achieve a certain level of sustainable/green design and construction, in order to become eligible for LEED or equivalent certification.

A municipally owned and operated structure must be of "Economic Design and Construction". This means the project must provide the highest level of functionality while maintaining cost efficiency to the greatest extent possible. The City desires that the construction period not exceed eight (8) months and be accomplished primarily off-season so that impacts to surrounding businesses will be minimal. Construction of the project shall begin no sooner than April 1, 2010.

The Design-Build process has been chosen due to the tight timeframe in which construction must occur. The selected Design-Build firm shall be responsible for demonstrating that they have completed a minimum of five (5) similar projects over the past ten (10) years and present them to the City for evaluation.

A. Project Objectives

The proposed garage will be a multi-level parking structure. The first floor of the garage shall be designed to accommodate the flood proofing of any required mechanical, electrical, fire protection, or elevator equipment rooms as well as an approximate 14,000 square feet of retail space fronting along Palm Avenue as required by FEMA.

The size of the parking garage is governed by the design criteria, but the Design-Build Firm will determine the particular detail of the layout of the garage and other infrastructure design, subject to the review and approval of the City. The number of total parking spaces will depend on the respective design but must be approximately 700 spaces. The design should maximize the car capacity within the given parameters but no less than 670 spaces shall be provided. The design should also maximize the amount of land remaining on the balance of the property for preservation of future redevelopment.

The successful Design-Build firm will prepare a Design Report prior to the initiation of the construction document phase of the project. This Report will outline all of the parameters of the project and describe in detail the design features including the traffic flow analysis and be presented to the team of individuals that represent the specific interests of the owner.

Studies, investigations, designs and calculations shall be performed by responsible design professionals to design a complete parking garage facility that meets the project expectations of the City. The responsible design professionals of the successful Design-Build Firm will be required to certify, sign, and seal their respective drawings and specifications in compliance with Florida State Statutes (FSS).

The Design-Build firm shall incorporate the following concepts in the design of the facility:

- The structural layout, site plan details, and the building plans of the garage and retail space shall be substantially consistent with the intent and plans included in ***Exhibit B***. Additional architectural features should be incorporated at all pedestrian access points.
- Design/Build Firms shall only be allowed to submit architectural façade designs that substantially conform with the preferred concepts found in Exhibit B. However, once the final selection of the Design/Build Firm has been made by the Evaluation Committee, then either the selected Firm or the City Commission may propose façade revisions to the parking structure provided that the costs of said revisions will not result in an increase of the Guaranteed Maximum Price under the negotiated contract. The City Commission will have the final say as to whether the garage shall be constructed in accordance with any revised architectural façade designs or in accordance with the original concepts set out in Exhibit B.
- Landscaping and streetscaping are an integral part of the design features of the project. The Design-Build Firm should include concepts in the overall design strategy of the features of the garage.
- The parking structure shall be designed with high quality, long-term durability, and low maintenance components.
- Patron security is an essential consideration and an efficient lighting system is important. Emergency lighting shall be furnished in the appropriate areas.
- Traffic flow patterns throughout the proposed structure must be a major design consideration.
- Appropriate signage and graphics shall be provided to clearly define access and egress, emergency and safety information, and any other information necessary for the operation of the garage.

- Americans with Disabilities Act (ADA) requirements must be incorporated in all aspects of the garage, including accessible van parking.
- Stormwater retention shall be incorporated as part of the garage structure and shall provide capacity for the entire 2.2 acre City parcel.
- The subject parcel lies in a FEMA Flood Zone A-13 (EI 11) per Federal Insurance Rate Map Community Panel 125150 0009 B, revised 01/15/84. In lieu of raising the finished floor elevations for the retail, office, and storage areas, the City is requiring the use of flood proofing panels or similar devices. Based on recent updated flood information, there may be an opportunity to seek relief from this requirement.
- The use of Green Building Principles and Sustainable Design applications are expected. Creative use of green materials, reclaimed water, and energy efficient fixtures are encouraged. The possible use of photovoltaic's shall be explored along with other zero impact energy building technologies.

B. Budget

This solicitation will be a full and open competition resulting in a Guaranteed Maximum Price contract. The estimated project budget cost is \$11,500,000.00. The Design-Build Firm will need to demonstrate in their Proposal their willingness and ability to negotiate a price that is within the estimated project budget and explain how it meets the design criteria set forth in this Request for Proposal.

C. Project Location

The proposed parking garage is to be located on a city-owned tract of land located at 1289 N. Palm Avenue.

D. End Garage User Profile

The garage will be a public parking facility owned and operated by the City of Sarasota. The structure will provide parking on an hourly, daily, weekly, and monthly schedule controlled by an automated revenue control management system identified later in this document. The plans shall identify adequate provisions for potential on-site management.

II. Project Expectations

The following are intended to set minimum requirements for various design aspects of the project:

1. PARKING GARAGE LAYOUT

A. Ramp System

- Locate ramp internally
- Maximum slope of 5.5%
- Parking allowed on ramp

B. Parking Stall Dimensions

- Stalls shall be placed at a 90 degree angle to the travel way
- Stalls shall be a minimum of 9' X 18' with 4" lines painted on center
- Compact car spaces may be allowed for flexible design purposes

C. Traffic Flow

- a. Two-way traffic flow is required
- b. Travel aisles shall be a minimum of 24 feet
- c. Turning lanes at the end of aisles shall be a minimum of 27 feet wide

D. Points of Ingress and Egress

- a. Primary and secondary vehicular points of ingress and egress shall be approximate to those identified on Site Plans included in ***Exhibit B***.
- b. Primary and Secondary Pedestrian access to the facility shall conform with that identified on Site Plans included in ***Exhibit B***.
- c. Elevator lobby to be located on first floor with three machine-room-less elevators as shown on Site Plans included in ***Exhibit B***
- d. Two stairwells shall be constructed as shown on Site Plans included in ***Exhibit B***.

E. Structure

- a. The structure shall consist of precast concrete, cast-in-place concrete, or combination design with auger cast pile foundations.
- b. Approximate size of the facility shall be 183' X 266' for a total square footage of approximately 48,678 Sq. Ft per floor.
- c. Provide a minimum of 670 motor vehicle parking stalls.
- d. The facility shall be an "Open" design parking structure with only the first floor vented.
- e. Ground level plus 4 to 5 elevated levels of parking with one ramped bay.
- f. Floor-to-floor elevation (ffe) shall be a minimum of 10'-0", with a minimum clearance throughout of 7'-0" (Higher ffe's encouraged)
- g. Vertical support structural elements (columns) shall not be located adjacent to travel ways per Attachment A. Site Plan
- h. Shell space for the retail shall be located on the bottom floor, approximately 60 feet in depth, and shall be a minimum of 14 feet high. (20 feet preferred).
- i. Fire rated walls are required per Florida Building Code including elevator, stairwells, and retail hallway access locations.
- j. Storm water retention shall be designed as part of the garage structure and have the capacity to provide for the entire 2.2 acre parcel per SWFWMD Requirements.

F. Minimum Cast-In-Place Concrete, Final Structural Requirements to be based on Geotechnical Report (to be included with Addendum #1).

G. All Concrete, Structural and Precast Must Meet ACI Latest Edition. Placement of Shoring, Forming, Pouring, and Re-Shoring Shall Comply with Florida Building Code (FBC)

- a. Pour strips on stair landings at threshold entry
- b. Provide wheel stops
- c. Raise top floor elevator lobby a minimum of 4"
- d. Provide handicapped ramp as needed

H. Structural Precast Concrete

- a. Columns and interior column walls along ramps
- b. Egress stairs shall meet requirements of NFPA 101 also Chapter 7 and Section 1020 respectively of the 2007 Florida Building Code, (FBC open and closed parking garage)

- c. Elevator walls and roof
- d. Wall Panels at south and east and spandrels at north and south
- e. Inverted T beams
- f. Pre-topped 12-foot-wide double tees
- g. Curbing at ramps
- h. Erection of all precast items listed above
- i. Precast planters at north and west elevations

I. Masonry

- a. Trash rooms
- b. Delivery rooms
- c. Office area
- d. Storage rooms
- e. Electric and fire pump rooms

J. Metal

- a. Powder coated aluminum stair railings including build-up at each post for positive drainage away from posts
- b. Elevator spreader beams at each floor for elevator
- c. Elevator pit ladder and hoist beam each elevator pit
- d. Vinyl coated chain-link fencing at interior column wall openings at ramp
- e. Possible chain-link or similar application for vegetation on north and western elevations

K. Roofing

- a. Traffic and/or pedestrian rated waterproof membrane shall be required over the following:
 - i. Stairs
 - ii. Elevators
 - iii. Mechanical rooms
 - iv. Electrical rooms
 - v. Office
 - vi. Trash areas
 - vii. Retail

L. Caulkings and Coatings

- a. Deck joints and wall panel joints of stairs and elevator shafts shall be 2 hour rated
- b. Deck joints above mechanical and electrical rooms shall be 2 hour rated
- c. Utilize extended life Dow or equivalent silicone product at all areas except exterior panels which shall receive a polyurethane product

M. Storefront, Doors and Hardware

- a. Storefront doors and hardware shall meet requirements of 2007 Edition, Florida Building Code (FBC)
- b. Storefront shall have impact rated, tinted tempered glass to meet code with Kynar coated painted finish, colors to be determined. Applications must meet Opacity standards under the Downtown Code

N. Interior Finishes

- a. Mechanical and storage rooms constructed of CMU shall have textured coating on the exteriors

- b. Interior stair well walls shall be painted
- c. All doors and frames shall be painted
- d. Stair rails are prefinished aluminum
- e. Elevator lobbies shall have painted precast walls and conduits
- f. Stall striping shall be 4" white on 6" black

O. Exterior Finishes

- a. Paint all exterior polyurethane joints to match textured coating
- b. Textured coatings shall be used on all exterior walls

P. Specialty Exterior Applications

- a. Western elevation shall conform predominately to architectural rendering supplied as part of the Architectural renditions located in ***Exhibit B***. Materials used to achieve the effect of the architectural applications are flexible.
- b. The extension of architectural application on adjoining facades are encouraged

Q. Signage

- a. Signage shall conform with City of Sarasota Zoning and Design Guideline Regulations

R. Equipment

- a. The following parking management controls shall be installed:
 - i. Each of the five drive lanes on the ground level shall have gate controlled access. Gates should be designed to be operable remotely from the parking office and should be able to accommodate 'up' or 'open' positioning during pre-set time periods.
 - ii. "Headache Bars" shall be located above each of the ingress lanes on the ground level (three total) to limit oversize vehicles. Message and height placement to be determined as final floor elevations established."
 - iii. Revenue control shall be handled through the placement of networked Pay Stations to be located as follows:
 - **Ground Level:**
One Pay Station located adjacent to Parking Office
 - **Levels One – Five:**
One Pay station located adjacent to Stairwell/elevator tower (NW corner) and Stairwell (SE corner) on each level.
 - **Top Level:**
One Pay station located adjacent to Stairwell/elevator tower (NW corner). Pay Station shall be covered by a stand-alone canopy for weather protection of user, and/or placed under a Stairwell roof line if stair tower design permits.

One Pay Station located adjacent to Stairwell (SE corner). Station shall be covered by a stand-alone canopy for weather protection of user, and/or placed under a Stairwell roof line if stair tower design permits
 - iv. Pay stations shall be Duncan Parking Technologies, Inc Model VM. Pay Stations shall be pad mounted on concrete (***See Exhibit C***). Equipment costs and installation costs for Pay Stations shall be responsibility of contractor *however*, wireless networking services, meter management software, et al shall be the responsibility of

the City to retain services with Duncan Parking Technologies, Inc.. Accommodations to allow AC power for Pay Stations at aforementioned locations shall be included in Contractor's responsibilities.

- v. All parking spaces shall be numbered individually with thermoplastic markings. Numbering sequence shall be provided by the City.
- vi. Signage indicating 'Pay for Parking' directions shall be located at each vehicular entrance to garage (3) and outside of each stairwell/elevator tower and stairwell tower at every level of the garage. Sign design to be provided by City.

b. Security Equipment/Measures:

- i. Parking Office shall be located on Ground Level with visual connection to primary vehicular and pedestrian ingress/egress points. Parking Office shall include a lavatory (toilet and sink) however, no additional restroom facilities (public or otherwise) shall be included in the garage.
- ii. Parking Office shall include a 'Drop-Safe' for revenue retention prior to deposit.
- iii. Special attention shall be paid in design of garage to provide passive security measures, such as the reduction or elimination of any niches or corners and or dimly lit spaces which may encourage criminal activity.
- iv. Blue light call boxes with 911 connection shall be established in a central location on each parking level. Location may favor proximity to elevator towers.
- v. Security cameras will be mounted on each level near revenue control devices/vertical circulation towers. Said camera will transmit wireless data to the Sarasota Police Department. Contractor will be responsible only for locating power sources near camera locations. Cost of cameras and mounting will be responsibility of City.

S. Elevators

- a. Three machine room-less 3500 pound 350 fpm elevators
- b. Hall lanterns at each level required
- c. Equipment rooms to be located at the next to top floor, adjacent to shaft

T. HVAC

- a. Provide complete engineered mechanical system in accordance with FBC Mechanical. Include all engineering and permitting fees. Provide complete independent mechanical system for each retail space (minimum of five)
- b. Passive ventilation and heater for electric fire pump room
- c. Conditioned space for elevator equipment closets (minimum of 11,000 btu per elevator)

U. Plumbing

- a. Provide a complete Engineered Plumbing System to include all Engineering and permit fees
- b. Locate keyed hose bibs (with keys string tied to bibs for construction purposes) end of lite walls, each level, at CL C
- c. Identify all tie-ins to site utilities
- d. Provide slot drains, deck collectors, drain leaders and backflow devices for garage storm drainage
- e. Domestic water to be copper

- f. Floor drain for fire pump required
- g. Provide a 4" sanitary, 1" separately metered water service, 1" condensate and 4" Grease line stubbed to each tenant space (minimum five tenants). Main sewer and domestic water service to be sized per FBC Plumbing Code

V. Fire Protection

- a. Provide a complete engineered automatic fire sprinkler system designed in accordance with Florida Fire Prevention Code (FFPC), Florida Building Code (FBC) in compliance with NFPA13. Provide a complete engineered automatic fire alarm system in accordance with FFPC, FBC in compliance with NFPA 72
- b. Determine tie in locations to site utilities
- c. Provide fire extinguishers sized and located per maximum travel distance as required by NFPA, latest edition. Fire extinguishers shall be located within aluminum finish cabinets including lockable doors equipped with breakaway panels. Include signage
- d. Provide a wall mounted chrome fire department connection and yard type fire department connection 60 lineal feet away from the garage along a vehicular path

W. Electrical and Lighting

- a. Provide a complete engineered Electrical and lighting system and include all permit fees in compliance with NFPA 70. Provide GFI lockable receptacles outside each stair entry door at each floor level. All lighting shall meet City of Sarasota Code, Article VII, Division 14. Miscellaneous Standards, 1402-Nonresidential Site Lighting Standards.
- b. Identify tie in locations to site utilities on plans
- c. Provide temporary power to trailer and pad
- d. Deck lighting shall meet LEED Standard:
 - i. Minimum IES RP-20 "Standard for Parking Structure
 - ii. Decrease spacing of fixtures at vehicular entrances/exits and pedestrian entrance and exits in accordance with IES RP-20
 - iii. Control perimeter fixtures with timer and photo-cell
 - iv. Provide emergency lighting as required
- e. Stair Lighting:
 - i. Provide stairwell lighting with emergency back-up with a minimum 20 ft. candle. There shall be no dark spaces
 - ii. Provide wall packs at stair towers to illuminate exit doors
- f. Retail
 - i. Provide a complete electrical distribution system for the entire site and each tenant. Each tenant (minimum five tenants) to have 200 amp 120/208 v service panel.
 - ii. Provide individual meters in electric room
 - iii. Provide two 2" conduits from tele-board to each tenant
 - iv. Provide temporary lighting for each tenant at a floor level minimum of 2 ft. candle power

g. Other lighting

- i. Exit lights to meet requirements by the AHJ but no less than sufficient quantity and location to allow at least one exit light to be seen from any and all drive isles from less than 75 feet away
- ii. Appropriate task lighting shall be placed in the mechanical/electrical/fire pump rooms
- iii. Place four fixtures and one quad receptacle under the ramp and dead spaces
- iv. Provide 4 “ Tele/data conduits from 5’ outside of building footprint to electric room and plywood tele-board and quad receptacle
- v. Fire Alarm system as required by code
- vi. Install lightning protection system
- vii. Provide power to electric fire pump
- viii. Provide power receptacle for each stair on each floor
- ix. Provide power receptacles for mechanical, elevator, electrical, fire pump, tele/data etc rooms. Coordinate size and locations
- x. Additional lighting shall be installed above Pay Stations (except on roof level) to accommodate customer transactions.

X. Sustainability/Green Design

- a. Provide reclaimed water for irrigation purposes
- b. Reduce overall energy use by utilizing energy efficient fixtures and equipment
- c. Research possible use of on-site renewable energy with photovoltaic’s
- d. Utilize a grey-water recycling system for toilet flushing
- e. Identify options for providing preferred parking for low-emitting/fuel efficient vehicles
- f. Provide possible cistern for collecting rainwater for on-site facility use
- g. Identify other US green Building Council, LEED certification measures for use in the project
- h. Provide a minimum number of bicycle parking spaces equal to 10% of the number of vehicular parking spaces. Fifty (50%) percent of the bicycle spaces shall be short term parking with the balance of spaces considered long term parking as identified in City Regulations

Y. Public Art

- a. Public Art is required per regulation in the amount of one-half of one (1%) percent of the construction cost for the project and shall be included in the total budget cost. The Design/Build firm may propose public art to be incorporated as part of the overall project or choose to pay into a public art fund. All Public Art proposals must be reviewed and approved by the City’s Public Art Committee. The City will present any public art request to the Public Art Committee on behalf of the Design/Build firm.

Z. Streetscape and Off-Site Improvements

- a. The Design/Build firm shall be responsible to coordinate with FP&L and other utility providers to move and locate utilities as required. This shall be included in the overall budget for the project.

- b. Engineer and design off-site improvements including landscaping and hardscaping per Section 29.5 of the Sarasota City Code, and the City's Engineering Design Criteria Manual (EDCM), Parts 1,2,5,6,&7. The Design/ Build firm shall also incorporate the City's Downtown Green Space Policies as adopted by City Commission on June 17, 2008 (see *Exhibit "F"*).

2. ZONING REQUIREMENTS:

The following applicable codes shall be followed:

City of Sarasota Zoning Code

- a. The following Code requirements shall be used when developing the proposal:
 - Article IV, Development Review Procedures (General) Article IV, Division 19. Site Plans, Administrative Interpretations and Adjustments for Downtown Zone Districts
 - Article VI, Division 10. Downtown Zone Districts (Specific attention is needed to Table VI-1003 and Table VI-1004 with exception of adjustments noted below.)
 - Article VII, Division 1. Signs
 - Article VII, Division 2. Off-Street Parking and Loading
 - Article VII, Division 3. Transitional Buffers, Landscaping and Vegetation
 - Article VII, Division 3.1. Tree Protection
 - Article VII, Division 4. Areas of Special Flood Hazard
 - Article VII, Division 7. Public Art
 - Article VII, Division 10. Environmental Performance Standards
 - Article VII, Division 12. Encroachments
 - Article VII, Division 14. Miscellaneous Standards
- b. The following Adjustments to the City Codes have already been approved:
 1. Adjustment to Table VI-1004, Façade to reduce the minimum area of the façade built parallel to the front lot line to 75% for the first phase of development including the frontage immediately adjacent to the parking garage/retail structure;
 2. Adjustment to Table VI-1004, Recess to eliminate the required recess for the parking garage/retail structure;
 3. Adjustment to Table VI-1004, Habitable space to eliminate the 20-foot minimum depth of habitable space requirement above the first floor of the parking garage/retail structure; and
 4. Adjustment to Section VII-206(j) to allow access to the parking garage from a newly created drive or alleyway off Palm Avenue.
 5. Adjustment to Section VII-206(j) to allow the parking garage entrance to exceed 2 lanes in width, up to 3 lanes in width.

III. Selection Process

A. Description Of Selection Process

1. Preliminary scoring of all proposals by the Evaluation Committee will result in the short-listing and selection of a minimum of three (3) of the top-scoring Project Teams, to return at a future date to give presentations to the Evaluation Committee. The Evaluation Criteria outlined on pages 18 and 19 will be the basis by which all written proposals will be evaluated.
2. Presentations will be given by the short-listed Project Teams to the Evaluation Committee.
3. Final Ranking of the short-listed Project Teams will be completed by the Evaluation Committee. The Evaluation Criteria outlined on pages 18 and 19 will be the basis by which all written proposals and presentations given by the short-listed Project Teams will be evaluated.
4. Negotiation of Guaranteed Maximum Price (GMP) with the top-ranked firm.
5. Presentation of the selected Project Team and negotiated contract to the Community Redevelopment Agency Advisory Board (CRAAB) for recommendation to the Community Redevelopment Agency (CRA)/City Commission
6. Approval of the Design/Build Contract by the CRA/City Commission

B. Minimum Eligibility Requirements

1. The Design/Build Firm must have a minimum experience of five (5) similar projects, two (2) of which must be with a governmental agency, all taking place during the past ten (10) year period
2. The Design/Build Firm shall prove construction management experience for a minimum of three (3) different Design/Build projects involving concrete parking structure construction in the State of Florida
3. The Design/Build Firm shall provide evidence of meeting or exceeding project schedule requirements for a minimum of five (5) different projects, two (2) of which must involve concrete parking structure construction in the State of Florida
4. The Architect and Structural Engineer must be the designer of record for a minimum of three (3) different parking structure projects, two (2) of which must involve a concrete parking structure design of similar scope and size in the State of Florida
5. The Civil Engineer must be the engineer of record for site development and design for a minimum of three (3) different projects in the State of Florida
6. The MEP Engineer must demonstrate experience level by serving as the MEP systems engineer of record for a minimum of three (3) different parking structures in the State of Florida
7. The design team must include a Parking Consultant to be eligible for project award selection. The Parking Consultant must have parking functional design experience for a minimum of five (5) different parking structure projects

IV. Submittal Requirements and Proposal Format

The Design/Build Firm shall submit proposals outlining and illustrating what the Firm expects to construct within the proposed project guidelines and estimated budget parameters of \$11,500,000.00.

A. Required Drawings in Conceptual Form:

1. Architectural site plan
2. Architectural floor plans
3. Architectural elevations
4. Paving, Grading, and Drainage plan
5. Landscape plan
6. Life Safety Plans
7. Rendered 3D Palm Avenue elevation

B. Required Outline Specs

1. Elevator
 - a. Size
 - b. Door type (center or side opening)
 - c. Speed (fpm)
 - d. Type (Hydraulic, Traction, Semi-traction)
 - e. Weight capacity
2. Lighting
 - a. Type (Metal Halide, High Pressure Sodium, other)
 - b. Light levels
 - c. Light fixture brands
3. Fire protection
 - a. Standpipe, sprinkler (if applicable) pipe finishes (galvanized, painted, black steel)
 - b. Pump size, and flow rate
4. Caulking and sealants
 - a. Type of caulk (silicon, urethane)
 - b. Warrantee period
 - c. Roofing materials
 - d. Traffic coatings, sealers
5. Structural system
 - a. Basic description
 - b. Flood proofing applications to meet FEMA guidelines
 - c. On-site water retention
6. Finishes
 - a. Description of all exterior finishes
 - b. Coatings
 - c. Paint
 - d. Cast in finishes
 - e. Brick
 - f. Others
7. Public Art
8. Signage package
 - a. Material type of building signage

9. Green Building Design and Sustainability Applications

C. Complete Background Experience and Qualification Information for the Design/Build Firm and all Associate Project Partners

V. Exhibits

- Exhibit A, Survey of City of Sarasota, Parcel, 1289 N. Palm Avenue
- Exhibit B, Site/Design Plans
- Exhibit C, Pay Station Specifications
- Exhibit D, Level One Environmental Analyses, Summary
(Complete Document available in Purchasing Office)
- Exhibit E, Project Schedule

VI. Project Phases and General Scope of Work:

PHASE 1: Field Investigation

1. Review and analyze the existing materials, drawings, reports, etc..
2. Review and analyze the proposed conceptual plans (*Exhibit B*)

PHASE 2: Study

1. Consultant shall obtain all measurements and necessary information to develop construction plans for this project.
2. Care should be taken to maximize use of Green Construction practices to the extent practical.
3. Time of completion estimate for various options and phases.

PHASE 3: Design

1. Develop 60% construction plans based on conceptual plans and input from City.
2. Develop 90% construction plans based on comments from City.
3. Develop Final construction plans, and with City staff assistance, obtain and pay for all necessary permits and fees for construction.

PHASE 4: Construction

1. Supply all labor, materials and equipment to construct the project to the approved drawings.
2. Adhere to all permits and plan conditions.

3. Provide all necessary testing, inspection and miscellaneous services or equipment necessary to construct the project.
4. Stage project in a fashion to minimize disruption of daily operations and maintain a reasonable and safe work environment.

VII. Project Control:

1. Manage the project, including contractor's crews and all subcontractors.
2. Meet regularly with City staff to update progress.
3. Account for construction materials and labor hours for work provided to design and construct project.
4. Submit regular written updates on progress to the City.
5. Manage all plan and site irregularities through project completion.

VIII. Preliminary Schedule:

The City desires that the construction of the project be designed and constructed to achieve the following factors to the greatest extent possible:

- A. Cost Effectiveness
- B. Low operating and maintenance costs
- C. Environmental "friendliness"/ Green Construction methods

IX. Minimum Requirements:

- A. Consultant registered under the State of Florida to perform the professional services required. A copy of the Registration must be included with submission.
- B. Previous experience in the preparation of Design, Permitting and Construction Administration of commercial building remodeling. Please especially highlight public sector experience or similar projects.
- C. Design-build firm warrants that they are fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- D. Contract Administration in related projects.
- E. Provide design plan, specifications, permitting and construction plan services for the services noted in the Scope of Work.
- F. The engineer will assemble a design team and subconsultants as necessary to provide the services noted in the Scope of Work.
- G. Administer pre-bid and pre-construction conferences.
- H. Provide construction administration services, including shop drawing and pay estimate review, construction coordination and specialized inspection services as authorized.

X. Please submit the following information, at a minimum:

- A. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name if the contact person and person authorized to contract for the firm if the proposal is being submitted by a firm.
- B. The proposer's qualifications to meet the City's objectives and perform tasks listed in the proposal.
- C. The proposed scope of work based on the City's objectives outlined in this RFP. Include performance standards appropriate to the proposed work.
- D. Proof of registration with State of Florida.
- E. Documentation of experience and qualifications relative to all work required to complete the project.
- F. References for past projects.

XI. Estimated Project Budget: \$ 11,500,000.00

XII. Administered By

Neighborhoods and Development Services Department.

XIII. Submission Schedule

Request for Proposal Advertised	9-1-09
Pre-Proposal Meeting	9-15-09
Submission Deadline,	10-16-09, prior to 2:30 p.m.
Review Proposals, Establish Short List, if necessary	To be Notified
Schedule Presentations, if necessary	To Be Determined
Recommendation to City Commission	To Be Determined

XIV. Solicitation

- A. To be considered, submit **one (1) original and ten (10) copies** to:**

Purchasing Manager
City of Sarasota, Purchasing Department
1565 First Street, Room 205
Sarasota, Fl. 34236

RFP proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked: RFP # 09-67K Palm Avenue Parking Garage (*CCNA – Design/ Build*).

XV. Communication

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing to the Purchasing Manager **before end of day, 5 p.m. (EST) on October 8, 2009.**

Purchasing Manager
City of Sarasota, Purchasing Department
1565 1st Street, Room 205
Sarasota, FL 34230
FAX: (941) 954-4157

XVI. No Response to RFP:

If choosing not to submit a response to this RFP, proposer shall complete and return the RFP Form found on page BF-14, giving a brief explanation as to the reason for not submitting a proposal at this time.

Please note: The explanation for not submitting a proposal is due no later than the deadline for the RFP opening.

XVII. Limitations

- A. This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The City of Sarasota **may or may not** require the prospective Design/Build Team to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The City of Sarasota reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the City.

XVIII. Format

All written material submitted in response to this request should be typed, and shall include:

- A. Specific concerns regarding the scope of work called for in this request and recommended potential solutions to those concerns should be identified in the statement of work.
- B. *Design/Build Team's* authorized signature.

The proposal shall be signed by an official authorized to bind the Design/Build Team in a contractual agreement, including the address, telephone number and fax number.

Unless there is a clear statement that the consultant is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime consultant with whom the City would contract and all other firms shown as team members would be sub-consultants

- C. Presentation of the firm's proposed project team including a resume' for each team member specific to relevant experience with similar projects.

XIX. Evaluation Criteria

The Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing the services, and when deemed necessary, by conducting formal presentations of the selected and short-listed firms that are determined to be best qualified, based upon the evaluation of written response (for all proposals received) and based on the written proposal and the presentation given (by the short-listed firms).

The determination of the best-qualified firms shall be based upon the following criteria, and respondents are required to provide as a minimum, the information listed under each criterion. Failure to provide adequate information on any criteria may result in rejection of proposal as non-responsive.

- Ability, qualifications, and experience of Design/ Build Firm and associate team members in garage design, construction, management and previous partnerships; to meet the objectives of the project. (Qualifications and Competence) Construction Phase Ability. **** 30 Points**
- Garage design and functionality. **** 25 Points**
- Ability of the Design/ Build Team to meet the City's timeline and budget, as well as documented success of Design/ Build Firm in meeting project schedule and project budget for the Firm's past several projects (Recent, current and projected workload). **** 15 Points**
- Financial competency of the Design/ Build firm, including documented proof substantiating never having failed to complete a project; been disqualified from a project; or having been removed from a project due to financial incompetence. **** 10 Points**
- Office location where work is to be performed, One Year Established and Full-Time Employees. **** See Attachment "A" to determine number points to be awarded. ** 10 Points**
- Creation of a sustainable garage design resulting in LEED Certification. **** 5 Points**
- Whether a firm is a State Certified Minority Business Enterprise certified in accordance with Section 287.0943 and/or 287.0943(1), Florida Statutes and/or whether a percent of the cost or value of the proposal is placed with a State Certified Minority Subcontractor/ Subconsultant certified in accordance with Section 287.0943 and/or 287.0943(1) Florida Statutes. **** 5 Points.**

The City of Sarasota, Florida reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable.

ATTACHMENT "A"

When selecting a Design/Build Team for this project, the evaluation committee will consider the criteria as listed in the RFP. The location of the Design/Build Team's place of business (as listed in the Evaluation Criteria) shall have a weighted value for these criteria as follows:

<u>RADIUS</u>	<u>RATING</u>
Within 50 mile radius of City Hall	10 points
51 to 100 miles	6 points
101 to 150 miles	5 points
151 to 200 miles	4 points
201 to 250 miles	3 points
251 to 300 miles	2 points
301 to 350 miles	1 point
351 miles and over	-0- points

In order to qualify for location rating points, applicant must have maintained a permanent place of business with full-time employees for a minimum of one year prior to the date bids were received for the purchase or contract at issue.

City of Sarasota

EVALUATION OF PROFESSIONAL SERVICES

For

RFP # 09-67K Palm Avenue Parking Garage (CCNA – Design/ Build)

Proposer #1	
Proposer #2	
Proposer #3	
Proposer #4	
Proposer #5	

EVALUATION FACTORS		PROPOSER				
		# 1	# 2	# 3	# 4	# 5
1. Ability, qualifications, experience: garage design, construction, management, previous partnerships; to meet objectives.	30					
2. Garage design & functionality.	25					
3. Ability to meet timeline and budget, documented success for past project timelines and budgets.	15					
4. Financial competency, documented success in completing projects; not disqualified from any project; or removed from project.	10					
5. Office Location.	10					
6. Creation of sustainable garage design resulting in being LEED Certified	5					
7. State Certified Minority Business Enterprise per Florida Statutes.	5					
Total Points Scored	100					
Ranking						

Summary by: _____ Date: _____

Note: This form is to be completed by each member of the selection committee.

City of Sarasota

SUMMARY FORM OF EVALUATIONS

For

RFP # 09-67K Palm Avenue Parking Garage (CCNA – Design/ Build)

Name of Community	City of Sarasota
Name of Person completing Form	

Section 1.

Proposer #1	
Proposer #2	
Proposer #3	
Proposer #4	
Proposer #5	

Section 2.

Firms

First Place Ranking by Committee Member	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Committee Member #1					
Committee Member #2					
Committee Member #3					
Committee Member #4					
Committee Member #5					
Ranking					

If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

Section 3.

Ranking of Firms: 1st _____
2nd _____
3rd _____

Signature: _____ Date: _____

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GENERAL PROVISIONS

1. SCOPE OF WORK

The successful Proposer shall be responsible for furnishing all equipment, labor, materials and tools and incidentals required for the Design/ Build (CCNA) – Palm Avenue Parking Garage project for the City of Sarasota, Sarasota, Florida, in conformance with Contract Documents, which include construction plans and technical specifications.

2. SUBMISSION OF RFP DOCUMENTS

- A. All RFP documents shall be submitted in writing, signed by the Proposer or the Proposer's duly authorized agent, and shall be mailed or delivered to the office of the Purchasing Manager prior to the time scheduled for the opening of bids.
- B. RFP documents shall be sealed in an envelope and shall be clearly marked with the words "RFP documents" and show the project name and number, name and address of the Proposer, and date and time of the scheduled RFP opening.
- C. The Purchasing Manager or his/her designee, in the presence of the City Auditor and Clerk or his/her designee shall publicly open all RFP documents at the time and place specified in the invitation to bid.
- D. A Proposer may withdraw a RFP any time prior to the opening of the bid. After bids are opened, but prior to award of the contract by the City Commission, the City Commission may allow the withdrawal of a RFP because of the mistake of the Proposer in the preparation of the RFP document. In such circumstance, the decision of the City Commission to allow the RFP withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:
 - 1. The Proposer acted in good faith in submitting the RFP;
 - 2. The mistake in RFP preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
 - 3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
 - 4. The mistake was discovered and was communicated to the City prior to the City Commission having formally awarding the contract.

3. INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities of work to be done and materials to be furnished under this contract, given in the RFP forms, are to be considered as approximate only and are to be used solely for the comparison of bids received. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the Design/Build Team will be made only for the actual quantities of work performed or materials furnished in accordance with the

contract documents, and it is mutually understood that the quantities may be increased or diminished as provided in the Standard Specification (FDOT) without in any way invalidating any of the unit or lump sum prices bid.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The Proposer shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the Proposer has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The Proposer shall inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions. Failure to do so will not relieve a successful Proposer of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.

Failure to attend a mandatory Pre-RFP Conference, if officially noted on the Request for Proposal, will result in your RFP being considered non-responsive.

5. PREPARATION OF RFP DOCUMENTS

RFP documents shall be submitted in triplicate (one original and two photocopies) on the RFP forms provided by the City. All blank spaces in the RFP forms shall be filled in legibly and correctly in ink. The Proposer shall specify the price per unit of measure and the extended total, or the lump sum RFP price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual makes the bid, he shall sign his name therein and state his name and address, as well as the name and address of every other person interested in the bid, as principal. If the RFP is made by a firm or partnership, its name and address shall be stated as well as the name and address of each member of the firm or partnership. If a corporation makes the bid, an authorized officer shall sign it or agent, subscribing the name and address of the corporation along with his own name and affixing the corporation seal.

6. ADDENDA-CHANGES WHILE BIDDING

Except at the pre-RFP conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the *Purchasing Manager*. The request shall be received at least **eight (8) calendar days** prior to the opening of the bids in order to be given consideration. No such interpretation or correction will be orally made to any Proposer. Only the interpretation or correction so given by the City Purchasing Manager, in writing, shall be binding, and prospective Proposers are warned that no other source is authorized to give information concerning, or to explain or interpret, the contract documents. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be mailed or "faxed" to all persons who acquired the contract documents (at their respective addresses furnished for such purposes) not later than five (5) calendar days prior to the date fixed for the opening of bids. In case any Proposer fails to acknowledge receipt of any such addendum in the space provided in the RFP forms, his RFP will nevertheless be construed as though the addendum has been received and acknowledged, and the submission of the RFP will constitute acknowledgement of the receipt of the same.

7. **BONDS (Should be based on the amount of project budget.)**

A. **RFP BID GUARANTY**

All bids, where the total amount RFP is in excess of \$50,000, shall be accompanied by a cashier's check or a RFP bond with a corporate surety, in an amount of not less than five percent (5%) of the total amount bid, made payable to the "City of Sarasota". The RFP guaranty shall insure the execution of the contract agreement and the furnishing of performance and payment bond or bonds, by the successful Proposer. The RFP guaranty of unsuccessful Proposers will be returned as soon as practicable after the opening of the bids.

B. **PERFORMANCE & PAYMENT BOND, EXECUTION OF CONTRACTS**

Where the total contract price is in excess of \$50,000, the Design/Build Team shall furnish a performance and payment bond to the favor of the City of Sarasota, as follows:

1. Within ten (10) days after the Design/Build Team has been issued a "notice of award", the successful Proposer shall execute and deliver to the City a contract agreement in the form provided and in such number of counterparts as the City may require.
2. Having satisfied all conditions as set forth elsewhere in these documents, the successful Proposer shall furnish a performance and payment bond (public construction bond) equal to one hundred percent (100%) of the total contract amount for the security of the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the forms required by Florida Statutes 255.05 together with power of attorney showing authorization of the surety's agent to execute the bond. These bonds shall remain in effect at least one (1) year after the date when the final payment is approved. It shall be the Design/Build Team's responsibility to record a copy of the bond in the public records of Sarasota County Clerk of circuit Courts and provide proof of such recording to the City Purchasing Department with the performance bond.
3. The failure of the successful Proposer to execute such contract agreement and to supply the required bond(s) within said ten (10) business days, or within such extended time as the City may grant, based upon reasons determined adequate by the City, shall constitute a default. The City may then either award the contract to the next responsible Proposer or re-advertise for bids, and may charge the Proposer the difference between the amount of the RFP and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the RFP guaranty.

C. **BOND FORMS**

The attached bond forms may be utilized. Any bonding company submitting a RFP bond or performance and payment bond to the City must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6-13), and approved by the City of Sarasota. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best & Company rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

8. NON-COLLUSIVE AFFIDAVIT

Each Proposer shall execute an affidavit, in the form provided by the City, and to the effect that he/she has not colluded with any other person, firm or corporation in regard to any RFP submitted. Such affidavit shall be attached to the RFP form

9. LAWS, ORDINANCES AND REGULATIONS

The work shall conform to the requirements of all local, state and federal laws, ordinances and regulations. Each Proposer shall execute the statement relating to Florida Trench Safety Act. In accordance with Section 287.133, Florida Statutes, 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Design/Build Team, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

10. PERMITS AND FEES

The Design/Build Team shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base bid, unless otherwise provided for in the RFP forms.

11. TAXES

The City of Sarasota does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. The exemption number will be provided on the "vendors" copy of purchase order. This exemption does not apply to tangible personal property purchased by Design/Build Teams for their use in the performance of this contract.

12. BIDS SUBMITTED BY ADVISORY BOARD MEMBERS

Section 112.313(7), Florida Statutes (1989), prohibits a City of Sarasota Advisory Board member from holding any employment or contractual relationship with any business entity, which is doing business with the City.

Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:

- A. The RFP is awarded under a system of sealed, competitive proposal to the most advantageous Proposer. In addition, the advisory board member shall, prior to or at the time of the submissions of the bid, file a statement with the supervisor of elections of Sarasota County, disclosing his interest and the nature of the intended business. The form, which will be used, is entitled "Form 3A Interest in Competitive RFP for Public Business," a copy of which is available from the City's Department of Purchasing Division and Purchasing.

- B. The Advisory Board member, his spouse or child shall have in no way used or attempted to influence to persuade the City or any of its agents or employees to enter into such a contract other than by the mere submission of the bid.
- C. The Advisory Board member, his spouse or child shall have in no way participated in the determination of the contract documents or the determination of the lowest or best Proposer.

All of the three above conditions shall be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer. A copy of the completed disclosure form shall be submitted to the City Purchasing Manager prior to or at the time of submission of the bid. Failure of the Proposer to comply with the provisions of this paragraph may result in the rejection of the bid.

13. MINORITY BUSINESS ENTERPRISE POLICY

- A. The City Commission has established a Minority Business Enterprise (M.B.E.) Utilization Plan, Resolution No. OIR-1377, (Adopted August 6, 2001), whereby the city will assist in the development of opportunities for M.B.E.'s through the use of commodities, goods and services obtainable from M.B.E.'s, in conjunction with the award of this contract. Each Proposer shall undertake to achieve a goal to place a portion of the total amount bid, as per the goals established in Florida Statutes 287.9451(4)(n) with one or more M.B.E.'s, including suppliers of materials, goods as well as services. The Proposers shall document and include with their RFP documents the full name and address of the M.B.E.'s, along with a description of the services, supplies, materials or goods and the allocation of the cost of the same as it relates to each M.B.E. utilized. Changes from those M.B.E.'s submitted with the RFP will be subject to the approval of the City. All M.B.E.'s shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by state wide and inter-local agreement certification, as provided for by Section 287.0943(1), Florida Statutes.

i.e.: The values are:

- 25% of the moneys actually expended for architectural and engineering contracts,
- 24 % of the moneys actually expended for commodities
- 50.5% of the moneys actually expended for contractual services
- 21% for construction contracts

- B. **A State of Florida M.B.E. Certificate or inter-local agreement M.B.E. Certificate from an agency having an inter-local agreement with the State of Florida must accompany the RFP submission.**
- C. As used in this section, small Business, Minority Enterprise, Minority Person and Certified Minority Business Enterprise shall have the same meaning as those words are defined in Section 288.703, Florida Statutes, as amended.
- D. If a Proposer does not allocate a portion of the total amount RFP with a certified M.B.E., the Proposer shall justify, in writing as part of his bid, the reasons why the Design/Build

Team was unable to meet the M.B.E. participation goal. Adequate justification may include the Proposer being unable to find a M.B.E. possessing the required experience or licensing in order to provide the necessary subcontractor or material man's services or the Proposer's inability to find any M.B.E. within a specific trade or business.

Any Proposer who fails to comply with the requirements of this M.B.E. utilization plan may have his RFP declared non-responsive.

Should any Proposer who is awarded this contract falsely represent to the City that it has complied with the requirements of this plan, and if it is subsequently determined by the City Manager that said Design/Build Team has not complied with this plan, as represented, the City Manager may terminate the subject contract under the provisions of the contract relating to a breach of contract by the Design/Build Team. Alternatively, the City Manager may elect to fulfill the terms of the contract but refuse to accept future bids from the Design/Build Team on the basis that the Design/Build Team is not a responsible Design/Build Team for City of Sarasota bidding purposes.

The Internet address below is for the State of Florida Office of Supplier Diversity. This State office can provide you with an online directory of all state certified minority business enterprises. Vendors appearing on this website will be accepted by the City as certified minority business enterprises. The required certificate as per the specifications should accompany your submission.

A phone number for the Office of Supplier Diversity has also been included for your use.

Internet Address: <http://mbaao.fdles.state.fl.us>

Phone: (850) 487-0915

14. AWARD OF CONTRACTS

Award of Contract, if made; will be to the most advantageous Proposer, taking into account Local Preference guidelines. In reviewing bids submitted, the City Manager shall take into consideration, when determining the most advantageous Proposer, the extent of compliance by each Proposer with the requirements of the minority business enterprise utilization plan.

In respect to the bids, the City Manager shall make such recommendations to the City Commission, if applicable, as he shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall either reject all bids, accept the RFP of the most advantageous Proposer, or re-advertise the project for new bids. In the event the most advantageous RFP for a project exceeds the available funds, the City Manager, or his designee, may negotiate an adjustment of the RFP price with the most advantageous Proposer, in order to bring the total cost of the project within the amount of available funds.

The City Commission may reject any or all proposals for any reason whatsoever.

The City of Sarasota reserves the right to refuse to award to any Proposer based upon prior contractual relationships between that Proposer, or a substantially related person or entity, and the City. This shall include, but is not limited to, situations in which the Proposer or, a substantially related person or entity, has had its contractual relationship with the City terminated within three (3) years of the date of the issuance of this Invitation to Bid. This shall include, but is not limited to, situations in which the City has provided the Proposer or, a substantially related person or entity, a notice of default within five (5) years of the date of the issuance of this Invitation to Bid.

15. **INDEMNIFICATION**

A. **Non-Design Professional**

The City shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by Design/Build Team and its employees and agents of its obligations under the provisions of this agreement. The Design/Build Team shall indemnify and hold harmless the City, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the Design/Build Team in the performance of

the work. The City and Design/Build Team acknowledge that the first ten dollars (\$10.00) of the compensation paid Design/Build Team for its work hereunder shall be deemed specific consideration for this indemnification. Design/Build Team shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

B. **Design Professional**

Build/Build Team shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Design/Build Team or any person employed or utilized by the Design/Build Team in the performance of the contract. City and the Design/Build Team acknowledge that the first ten dollars (\$10.00) of compensation paid Design/Build Team for its services hereunder shall be deemed specific consideration for the indemnification

16. **INSURANCE**

The Design/Build Team, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the City. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial A. M. Best & Company rating of no less than "A": Excellent. The City of Sarasota will not accept any indication or evidence of self-insurance made by the Design/Build Team, as it applies to any of the required insurance coverage. Any and all fully-executed contracts will require that the Design/Build Team be fully insured per the terms and conditions as follows herein:

A. **Worker's Compensation**

Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440 and Employers Liability with limits of not less than \$100,000 per employee accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

B. Commercial General Liability

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

C. Automobile Liability

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence covering all work performed.

D. Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

E. Professional Liability

If applicable, in the minimum amount of Two Million Dollars (\$2,000,000.00).

F. Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project:

1. Design/Build Team's Pollution Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

2. Asbestos Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement.

3. Disposal

*When applicable, the **Design/Build Team** shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.*

4. Hazardous Waste Transportation

*When applicable, the **Design/Build Team** shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and*

Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,000 annual aggregate and provide valid EPA identification number.

5. Certificates of Insurance

Shall clearly state the hazardous materials exposure work being performed under this Agreement.

6. Builder's Risk

When applicable, a special form coverage shall include, but not be limited to:

1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;
2. Theft coverage;
3. Waiver of Occupancy clause endorsement;
4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;
5. Maximum deductible clause of \$50,000 each claim.

G. Additional Insured

The City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured's, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insureds.

H. Certification of Insurance

Design/Build Team, prior to providing any services pursuant to this Agreement, shall furnish to the City proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Design/Build Team, and each of its subcontractors. The certificates of insurance shall state that the City will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Design/Build Team. No work shall commence under this Agreement until the City's authorized representative has given written approval of the insurance certificates. Additionally, Design/Build Team has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager and the Purchasing Department, 1565 First Street, Room 205, Sarasota, Florida 34236 evidence of the continuation of all policies required of Design/Build Team by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager and the Purchasing Department, 1565 First Street, Room 205, Sarasota Florida 34236. **All insurance documents must show the RFP Number.** City suggests that Design/Build Team obtain all policies on an occurrence form basis. If, however, Design/Build Team determines to obtain claims-made policies, Design/Build Team shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Design/Build Team shall be required to maintain "tail" coverage Design/Build Team's own expense for a period of time as directed by the City Manager.

17. **DESIGN/BUILD TEAM'S RESPONSIBILITY**

Until acceptance of the work by the City, it shall be under the charge and care of the Design/Build Team and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, including injury or damage arising from the execution or from the non-execution of the work. The Design/Build Team shall rebuild, repair, restore and make good, all injuries to any portion of the work occasioned before its completion and acceptance at no additional expense to the City.

18. **LIQUIDATED DAMAGES**

The Design/Build Team shall pay to the City the sum of **One Thousand Eight Hundred Dollars (\$1,800.00) per day liquidated damages** for each and every day's delay over and above the number of working days prescribed for completing the work.

19. **TRUTH-IN-NEGOTIATION COVENANTS**

Florida Statute 287.055 requires for any lump-sum or cost plus a fixed fee professional service contract over the threshold amount provided in Florida Statute 287.017 for category four (\$150,000.00), that the agency (City) shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

20. **OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detail reports, drawings, and all data prepared or obtained by Design/Build Team in connection with its services hereunder, including all documents bearing the professional seal of the Design/Build Team, thereunder shall be delivered to and become the property of the City, prior to final payment to Design/Build Team at the termination of the agreement.

21. **WORK PROGRESS AND DELAYS**

The City Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the Design/Build Team and the details thereof. In the event Design/Build Team cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or regulatory agencies as to the approval of any documents submitted by Design/Build Team, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to Design/Build Team, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the Design/Build Team.

22. PROFESSIONAL STANDARDS

1. Design/Build Team shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees.
2. In the event the Design/Build Team shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which he may terminate pursuant to Section VIII, A, 1 herein.
3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement: Design/Build Team warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Design/Build Team, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the Design/Build Team any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23. TERMINATION OF CONTRACT - WITH OR WITHOUT CAUSE

The City of Sarasota reserves the right to terminate any contract, at any time, with or without cause.

24. DEFAULT AND TERMINATION OF CONTRACT

- A. The City shall be entitled to terminate this contract in its entirety at any time for the following reasons:
 1. If the Design/Build Team becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or,
 2. If Design/Build Team;
 - (i) shall fail to prosecute the work, or any part thereof, with the diligence necessary to insure its progress and completion as prescribed by the time schedule; and,
 - (ii) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from City as City shall direct; or,
 3. If Design/Build Team;
 - (i) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in this contract agreement; and,
 - (ii) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from City as City shall direct.

- B. If the contract is terminated for causes, City shall have the right, but shall not be obligated to complete the work itself or by others, and to this end, City shall be entitled to take possession of and use such equipment and materials as may be on the job site and to exercise all rights, options, and privileges of Design/Build Team under this subcontract, purchase orders or otherwise, and Design/Build Team shall promptly assign such rights, options, and privileges to City. If City elects to complete the work itself or by others pursuant to the foregoing sentence, then Design/Build Team shall reimburse City for all costs incurred by City in correcting work by Design/Build Team, which fails to meet contract requirements.
- C. The rights and remedies of City provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

25. TERMINATION FOR CONVENIENCE

The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota's best interest. Any such termination shall be effected by the delivery to the Design/Build Team of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the Design/Build Team shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place

no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

26. PAYMENT AND OWNERSHIP OF DOCUMENTS UPON TERMINATION

In the event of termination of the agreement, the Design/Build Team shall cease work and shall deliver to the City all documents (including reports and all other data and material prepared or obtained by Design/Build Team in connection with the project), including all documents bearing the professional seal of the Design/Build Team. City shall upon delivery of the aforesaid documents, pay the Design/Build Team and Design/Build Team shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by Design/Build Team and accepted as satisfactory by the City.

27. ASSIGNMENT

The Design/Build Team shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Manager.

28. COMPLIANCE WITH APPLICABLE LAW

The laws of the State of Florida shall govern the agreement. Design/Build Team covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Design/Build Team covenants that it will conduct no activity or provide any service that is unlawful or offensive.

29. DISCLAIMER OF JOINT VENTURE

Design/Build Team and City shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between City and Design/Build Team. Design/Build Team shall be solely responsible for the conduct of all activities and services provided by Design/Build Team as part of its business operations.

While engaged in carrying out and complying with terms of the agreement, Design/Build Team is an independent Design/Build Team and not an officer or employee of the City. Design/Build Team shall not at any time or in any manner represent that it or any of its agents or employees is employees of the City.

30. REMEDIES - CUMULATIVE

All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

31. WAIVER

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the Design/Build Team, should not be deemed to be a waiver of any default or breach by the City.

32. ATTORNEY'S FEES

Should it become necessary for the City to bring any action against the Design/Build Team to enforce any of the covenants, provisions or conditions of the agreement, the Design/Build Team will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the City, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items thereof.

33. 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 RFP on a contract to provide any goods or services to a Public Entity, may not submit a RFP or a contract with a Public Entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Design/Build Team, supplier, subcontractor, or Design/Build Team under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute Chapter 287.017 for category two- (2) for a period of thirty-six (36) months from the date of being place on the "convicted vendor list".

34. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Design/Build Team, supplier, subcontractor, or Design/Build Team under contract with any public entity, and may not transact business with any public entity.

35. INSPECTION

The City and its authorized representative and agents shall be permitted to inspect the Design/Build Team's work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records pertaining to this project.

36. COMPLETION OF WORK

The work shall be commenced within the time stated and shall be completed before the expiration of the number of consecutive calendar days stated in the RFP form.

37. PAYMENT FOR WORK

Partial payments for each calendar month will be made to the Design/Build Team by the City of Sarasota upon basis of a duly certified approved estimate of the work performed and materials furnished by the Design/Build Team during the preceding calendar month. The City of Sarasota will retain no less than ten percent (10%) of the amount of each partial payment until final completion and acceptance of all work covered by this contract. The City may consider reduction of the retainage after eighty percent (80%) of the work has been completed. No partial payment shall be construed to be accepted by the City of any portion of the work under this contract. Requests for payment shall be submitted on the forms supplied by the *Public Works Director*. He/She will approve or deny the request for payment within fifteen (15) days of receipt. If denied, he shall state the reasons thereof and indicate what corrective action is needed. Payment shall be due thirty (30) days from the date certified by the *Public Works Director*.

38. CERTIFICATION OF PAYMENT TO SUB-CONTRACTORS

Prior to receipt of any partial payment, the Design/Build Team shall certify that all sub-contractors having an interest in the contract have received their pro rata share of previous partial payments to the Design/Build Team for all work completed, and materials furnished in the previous period. This certification shall be in the form designated by the City. The term "sub-contractor", as used herein shall also include persons or firms furnishing materials or equipment for the project, for which partial payment has been made by the City and work done under equipment-rental agreements.

The City shall not make any partial payments after the initial partial payment until the Design/Build Team provides said certification, unless the Design/Build Team demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected sub-contractors and suppliers.

Within ten (10) days of any payment by Design/Build Team to any M.B.E. sub-contractor, the Design/Build Team shall obtain from the M.B.E., an executed sworn M.B.E. payment certification form and submit the form with relevant invoices from the M.B.E. to the *Purchasing Manager*.

Failure on the part of the M.B.E. sub-contractor to sign the M.B.E. payment certification form and forward the form to the Design/Build Team immediately upon receipt of payment shall be grounds to suspend the M.B.E.'s certification.

Within 30 days of receipt of the final partial payment or any other payments received thereafter except the final payment, the Design/Build Team shall pay all sub-contractors and suppliers

having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Design/Build Team demonstrates good cause for not making any said required payment and furnishes written notification of any such good cause to both the City and the affected sub-contractors or suppliers within said 30-day period.

Failure on the part of the Design/Build Team to furnish M.B.E. payment forms covering all payments made to M.B.E. sub-contractors, within thirty (30) days after Design/Build Team receives final partial payment, will be considered a sufficient grounds for the City Manager to terminate the contract under the provisions of the contract relating to a breach of contract by the Design/Build Team.

The successful Proposer shall submit prior to contract executions, the name and address of each subcontractor to whom the Proposer proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of Florida, proposed by the Proposer, to specially fabricate and install any portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor. A form for listing the subcontractors as required is attached and is required to be returned with the bid.

39. FINAL ESTIMATE AND PAYMENT

When the work has been completely performed by the Design/Build Team and approved by the *Public Works Director or designee*, the unpaid balance of the contract amount, less any sums that may be deducted or retained under the provisions of this contract, will be paid to the Design/Build Team within thirty (30) days of the said date of approval. The Design/Build Team shall have furnished to the City a sworn affidavit to the effect that all claims of whatever nature incurred on the work have been paid and that no suits are pending in connection with the work done under this contract, and also providing that the Design/Build Team shall include a certificate from the *Public Works Director* stating that the work performed is satisfactory.

40. CHANGES IN WORK

The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. Any supplemental agreement shall be approved by the delegated City official, Design/Build Team and the architect/engineer, if applicable, prior to the commencement of the modified work. Delegated City officials may only approve an adjustment to the contract price that does not exceed 10% of the contract price or \$200,000.00, whichever is less in accordance with Ordinance 03-4440.

41. TERMINATION OF RESPONSIBILITY

This contract will be considered complete when all work has been accomplished, clean up of the premises has been made, the work has been accepted by the *Public Works Director*, and the final payment has been made. Upon date of written final acceptance of work, the City shall be released from all liability whatever growing out of this contract. The Design/Build Team will then be released from further obligation except as set forth in Section 44, "Guarantee".

42. **WARRANTY OF TITLE**

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Design/Build Team warrants good title to all material, supplies and equipment installed or incorporated in the work and agrees, upon completion of all work, to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens or charges and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any Design/Build Team from installing metering devices and other equipment of utility companies, the title to which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Design/Build Team shall advise the City as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Design/Build Team for their protection of any rights under any law permitting such persons to look to funds due the Design/Build Team in the hands of the City. The Design/Build Team shall insert the provisions of this section in all subcontracts and material contracts and the Design/Build Team shall give notice of its provisions to all persons furnishing materials for the work when no formal contract is entered into for such materials.

43. **GUARANTEE**

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Design/Build Team of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship. Within thirty (30) days of written notification by the City, the Design/Build Team shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of written final acceptance of the work unless a longer period is specified.

44. **DIRECT PURCHASE**

The City reserves the right, at the City's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any. The selected Design/Build Team, and all subcontractors, if any, shall comply with the City's direct purchase procedures, including but not limited to those listed below.

Within 15 days of the posted date of the Notice of RFP Action, the selected Design/Build Team shall submit a list of potential direct purchase items for the City's consideration. The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for direct purchases. The parties acknowledge that City may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

Along with the list, the Design/Build Team shall also include the price quotes from the suppliers from the bid, including any terms and conditions negotiated with the suppliers. The Design/Build Team is responsible for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the

City determines to make any direct purchase of material and/or equipment for the Project, the direct purchase will be authorized by a deductive change to the agreement. The deductive change for the direct purchase shall reduce the contract amount otherwise due from the City to the Design/Build Team by the cost to be paid by the City for the material and/or equipment to be directly purchased by the City and by the sales tax saved by the City directly purchasing the material and/or equipment. The Design/Build Team retains all responsibility for an acceptable finished product and is responsible for maintaining the project schedule. The City's Direct Purchase mechanism to effectuate tax savings in no way effects the obligation of the Design/Build Team to meet all of the terms and conditions and all provisions and technical specifications of the RFP and resultant contract document. The Design/Build Team shall be responsible for insuring all materials and items in his care, custody and control regardless of whether directly purchased by the City or not. The materials directly purchased by the City for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

The Direct Purchase items selected, and upon request of an order by the Design/Build Team, the Purchasing Department will issue a direct purchase order to the Design/Build Team's or subcontractor's source at the price proposed in the subcontractor's or Design/Build Team's bid, less sales tax. The City reserves the option to issue the direct purchase orders to the City's annual contract vendors or State contract vendors for comparable or lower prices, but will subtract from the contract the price shown on the subcontractor's or Design/Build Team's bid. For construction management projects, items for direct purchase will be identified by or before the construction documents phase.

It will be the Design/Build Team's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Design/Build Team.

The Design/Build Team shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the bid, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the City, until such time as the scope of work by the Design/Build Team has been completed and accepted by the City. The Design/Build Team will be responsible for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The Design/Build Team will coordinate corrective action. Any returns not replaced shall be credited to the City and acknowledged by a supplement to the direct purchase order and amendment to the Design/Build Team's application for payment. The Design/Build Team shall not be responsible for warranting the materials and equipment to the City, however, the Design/Build Team shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the City. The Design/Build Team shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting.

When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Design/Build Team will immediately submit to the City the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the Design/Build Team. The Design/Build Team will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the City. The Design/Build Team will assist the City in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.



CERTIFICATION FOR DISBURSEMENT OF PREVIOUS PARTIAL PAYMENTS TO SUB-CONTRACTORS

Date: _____

To Release Monthly Payment for _____, 2_____, Inc., Design/Build Team for **RFP# 09-67K Palm Avenue Parking Garage (CCNA – Design Build)** hereby certifies that all Sub-Contractors having an interest in this Contract have received their pro rata share of all previous partial payments made by the City of Sarasota for all work completed and materials and equipment furnished under the Contract. The term "Sub-Contractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the Project which partial payment has been made by the City and work done under equipment-rental agreements.

Design/Build Team

By: _____

Attested by: _____

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (*name and title of corporate officer*) of _____ (*name of corporation*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

(serial number, if any)

Instructions:

1. Submit this Certification to the *Purchasing Manager* within ten (10) days after receipt of payment.
2. A separate Certification is required **for each Contract**.
3. To avoid possible delay in payment, certification must be submitted with each request for partial payment after the initial partial payment has been made.
4. In case of a corporation, the certification should be signed by a President or Vice President or if signed by any other individual, the Design/Build Team shall also submit a corporate resolution authorizing that individual to bind the corporation or some other acceptable document certifying that individuals delegated authority.
5. The certification must be attested to by either a notary public or an appropriate corporate officer.



CERTIFICATION FOR PAYMENT TO MINORITY BUSINESS ENTERPRISE

This is to certify that _____
(M.B.E. Contractor) received (monthly) or (final) partial payment of \$ _____ on
_____ 2 _____ from _____, Inc., Design/Build
Team for **RFP# 09-67K Palm Avenue Parking Garage (CCNA – Design Build)**.

Signed by Official of Design/Build Team: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____
(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me
or has produced _____ (type of identification) as
identification.

(signature line for notary public)

(name of notary typed, printed, or stamped)

(title or rank)

(serial number, if any)

.....
Total Paid this Month \$ _____
Total Previously Paid \$ _____
Total Paid to Date \$ _____

Signed by Official of M.B.E. Design/Build Team: _____

STATE OF _____ (Title)
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____ (state or
place of corporation) corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ (type of identification) as identification.

Signature line for notary public _____
Name of notary typed, printed, or stamped _____
Title or rank _____
Serial number if any _____

Due: By the 10th of each month after M.B.E. starts work whether payment is made or not.

Distribution: Original and 1 copy – *Purchasing Manager*

Note: M.B.E.'s failure to provide this form to the Design/Build Team upon receipt of payment is grounds to suspend the M.B.E.'s certification. Non-compliance by the Design/Build Team to provide the City with this information will be considered as sufficient grounds for the City Manager to terminate the contract.

Total of all Progress Payments \$ _____

Retainage Withheld - \$ _____

Bond Withheld - \$ _____

Amount of Utilization Schedule - \$ _____

Overrun (+) - \$ _____

(*) Under-run (-) - \$ _____

(*) Includes comments explaining all under-runs.

DESIGN/BUILD TEAM'S FINAL AFFIDAVIT AND RELEASE OF LIEN

RFP# 09-67K Palm Avenue Parking Garage (CCNA – Design Build)

STATE OF _____}

COUNTY OF _____}

BEFORE ME the undersigned authority personally appeared _____ who after being by me first sworn, deposes and says that:

1. He/she is _____ of _____, Inc., doing business
(Title of Officer)
in the State of Florida, hereinafter called Design/Build Team.
2. Design/Build Team pursuant to Contract dated _____, 2_____, hereinafter referred to as Contract, with the City of Sarasota, Florida, hereinafter referred to as City, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.
3. Design/Build Team represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full except to the following:

NAME

ADDRESS

AMOUNT DUE

(Write "None" if all persons and firms have been paid in full)

-
-
-
4. The undersigned affiant for and in consideration of final payment to him/her in the amount of \$_____, and all other previous payments paid by City to Design/Build Team, does hereby for and in behalf of the Design/Build Team, waive, release, remise and relinquish the Design/Build Team's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by City on which improvements have been completed in connection with the aforementioned Contract.
 5. The affiant herein does hereby represent that he/she has authority to execute a full and final Release of Lien for and in behalf of the Design/Build Team as set forth above.
 6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing City to make final disbursement and payment to the Design/Build Team in the amount of \$_____.

Project Name: Palm Avenue Parking Garage (CCNA – Design/ Build)

7. This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to City under said applicable laws, affiant expressly agrees to indemnify and save City harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or material men who might claim that they have not been paid for services or material furnished by or through the Design/Build Team in connection with the work performed under the aforementioned Contract.

(Corporate Seal)

Name of Corporation

ATTEST:

By _____

Affidavit

Title: _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ *(name and title of corporate officer)* of _____ *(name of corporation)* corporation, a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(type of identification)* as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Page 1 of 2

By this bond, we _____, as Principal and _____, as Surety, are bound to the City of Sarasota, herein called Owner, in the sum of \$_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable

THE CONDITION OF THIS BOND IS that is Principal:

1. Performs this contract dated _____, 2 _____, between Principal and Owner for the _____, **RFP# 09-67K Palm Avenue Parking Garage (CCNA – Design Build)**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract, and;
4. Performs the guarantee of work and materials furnished under this contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

Principal _____
By: _____
Title _____
Address: _____

DATED THIS _____ DAY
OF _____, 2 _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

.....
DATED THIS _____
DAY _____ OF _____, 2____

Surety

By: _____
Attorney-in-Fact for Surety

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

Design/Build Team is required to execute and deliver the original copy of this bond to the City of Sarasota and is required to record a copy of the bond in the Public Records of Sarasota County.

**CITY OF SARASOTA
TERMS AND CONDITIONS
REQUEST FOR PROPOSALS**

1. For information or questions concerning this Request For Proposal ("RFP"), contact the Purchasing Department, 1565 First Street, Room 205, Sarasota, Florida 34236; phone (941) 954-4151, fax (941) 954-4157, or the contact person named in the specifications.
2. The City assumes no responsibility for proposals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason.
3. RFP responses will be considered irregular and may, at the sole discretion of the City, be rejected if they show omissions, alterations of form, additions not called for, such as conditions or limitations, etc., unauthorized alternate responses, or other irregularities of any kind.
4. The City reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the City, such waiver or acceptance is deemed to be in the best interest of the City.
5. The City reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever.
6. Addenda Changes While Bidding

Except at the pre-RFP conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the *Purchasing Manager*. The request shall be received at least eight (8) calendar days prior to the opening of the proposals in order to be given consideration. No such interpretation or correction will be orally made to any proposer. Only the interpretation or correction so given by the City Purchasing Manager, in writing, shall be binding, and prospective Proposers are warned that no other source is authorized to give information concerning, or to explain or interpret, the contract documents. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be mailed or "faxed" to all persons who acquired the contract documents (at their respective addresses furnished for such purposes) not later than five (5) calendar days prior to the date fixed for the opening of Requests For Proposals. In case any Proposer fails to acknowledge receipt of any such addendum in the space provided in the RFP forms, his proposal will nevertheless be construed as though the addendum has been received and acknowledged, and the submission of the proposal will constitute acknowledgement of the receipt of the same.

7. All documentation, including insurance certificates, bonds, and/or checks required by the specifications to be submitted with the proposal must reference the RFP number.
8. The City reserves the right, in the sole opinion of the City, to require oral presentations from all respondents or from a shortened list, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process.
9. All proposals shall be signed by an authorized individual of the respondent's organization to commit the respondent's organization to the performance of the services described by this RFP.

10. All proposals shall remain in effect for one hundred twenty (120) days after the closing date of the RFP, unless otherwise stipulated in the specification.
11. Failure to attend a mandatory pre-RFP Conference, if officially noted on the Request For Proposal Invitation, will result in your proposal being considered non-responsive.
12. Proposers, their agents, and associates shall not contact or solicit any City Commissioner, City official, or City employee regarding this RFP during any phase of this RFP. Only that individual listed as the contact person in the specification or the Purchasing Department shall be contacted. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City.
13. The following reasons include, but are not limited to, rejecting proposals or disqualifying Proposers: a Proposer submits more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names; evidence of collusion among those making proposals; previous participation by the Proposer in collusive proposals on work for the City of Sarasota; the Proposer submits an unbalanced proposal in which the prices for some items are out of proportion with the prices for other Request For Proposal items; there is uncompleted work for which the Proposer is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; any material change in qualification or a material misrepresentation.
14. The successful Proposer shall enter into a two party contract that shall be acceptable to the City of Sarasota in form and content.
15. If the contract awarded as a result of this RFP is terminated, the City reserves the right to go to the next responsive and responsible response with the balance of the contract.
16. Proposer acknowledges that all information contained within its proposal is part of the public domain, as defined by the State of Florida Sunshine and Public Record Law. No information should be labeled confidential unless exempted under said law.
17. In the instance of any expense reimbursement requests from the successful Proposer, Section 112.061 of the Florida State Statutes, the uniform statutory method stating the exclusive method for reimbursing the travel and per diem expenses, shall be followed whether or not the resulting contract provides for a different method.
18. The City reserves the right, at the City's sole option, to issue direct purchase orders for applicable supplies and equipment to be utilized in this project.
19. The City reserves the right to utilize its employees for any phase of the project if it is determined to be in the best interest of the City.
20. There shall be no discrimination as to race, sex, color, creed, disabilities, or national origin in the operations conducted under this RFP.
21. The City of Sarasota Administrative Regulation Nos. 024.A003.0194 and 024.A007.0195, City Ordinance 92-3580, and all applicable laws of the State of Florida shall apply to this RFP and resulting contract.
22. It is the intent of this Request For Proposal to include requirements and to obtain proposals on behalf of the City of Sarasota and reserve the right for the following entities belonging to the Sarasota County Cooperative Purchasing Group, which consists of the Town of Longboat Key, City of North Port, City of Venice, Sarasota County, Sarasota County School Board, Sarasota-Bradenton Airport Authority,

Manatee County, City of Bradenton and the City of Sarasota to obtain purchases from this RFP. This opportunity is also made available to any and all local, County, and State of Florida governments. Pursuant to their own governing laws, and subject to the agreement of the Design/Build Team, other entities may be permitted to make purchases at the terms and conditions contained herein.

23. The City of Sarasota reserves the right to refuse to award to any proposer based upon prior contractual relationships between that proposer, or a substantially related person or entity, and the City. This shall include, but is not limited to, situations in which the proposer or, a substantially related person or entity, has had its contractual relationship with the City terminated within three (3) years of the date of the issuance of this Request For Proposal. This shall include, but is not limited to, situations in which the City has provided the proposer or, a substantially related person or entity, a notice of default within five (5) years of the date of the issuance of this Request For Proposal.
24. Environmentally Preferable Products - The City of Sarasota is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
25. Right To Audit - The Design/Build Team shall maintain such financial records and other records as may be prescribed by the City of Sarasota or by applicable federal and state laws, rules, and regulations. The Design/Build Team shall retain these records for a period of five years after final payment, or until they are audited by the City of Sarasota, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City of Sarasota, its designees or other authorized bodies.
26. Costs Incurred by Proposers - All expenses involved with the preparation and submission of proposals to the City, or any performed in connection therewith shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.
27. Negotiations - The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.
28. Public Entity Crimes - In accordance with Section 287.133, Florida Statutes, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Design/Build Team, supplier, subcontractor, or Design/Build Team 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
29. Prohibition of Communication with Other City Officials - The Developer and their representatives are prohibited from conducting any communications regarding this RFP with the CRA, the CRA Advisory Board or City Staff, other than through the Purchasing Manager as noted above, at any time from the issuance of this RFP until the final selection of a developer.

30. Payment of Fees - The contract shall be a fixed fee type of contract not to exceed the negotiated contract price. Progress payments will be made monthly, based upon percentage of tasks completed.
31. Time of Completion - The services shall commence upon written notice to proceed from the Purchasing Manager, unless otherwise designated by the City Manager, and the project shall be completed in accordance with the project schedule.
32. Employees of Design/Build Team - Substantial consideration is given by the City in awarding of an agreement, based on the experience of the project team proposed by the consulting firm to perform the services required. No change shall be made in the composition of the team, without the prior written approval of the City Manager or his designee.
32. Changes in Scope of Work - The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.
33. Immigration Reform and Control Act of 1986 – The Design/Build Team certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

PROJECT IDENTIFICATION: **CITY OF SARASOTA**
 Palm Avenue Parking Garage
 RFP# 09-67K (CCNA – Design/ Build)

SOCIAL SECURITY NUMBER: _____

(In the event where Proposer does not have a Federal Employers Identification Number as assigned by the IRS, a Social Security Number is requested when submitted by an individual/ independent Design/Build Team).

The City of Sarasota collects your social security number for tax reporting purposes.

***REQUIRED DOCUMENTS
TO BE SUBMITTED
WITH RFP***

SUMMARY OF SUBMITTAL REQUIREMENTS

The following documents are to be attached to and made a condition of this RFP:

- | | | |
|--|---|---------------------|
| 1. | Company Information Forms: | BF-1 to BF-3 |
| 2. | Local Vendor Certification | BF-4 |
| 3. | RFP Security (Surety Bond with Power of Attorney or Cashier's Check)
for bids in excess of \$50,000.00 or more | BF-5 |
| 4. | Minority Business Enterprise Utilization Plan (Minority Subcontractor list)
or written justification for the reasons why the Design/Build Team was unable to meet
the minority business enterprise participation goal. | BF-6 |
| <p><i>** Please Note: If claiming minority status or utilizing minority subcontractors,
provide State Certification as per Florida Statutes 287.0943(1) and/or 287.0943.</i></p> | | |
| 5. | Sworn Statement on Public Entity Crimes | BF-7 to BF-8 |
| 6. | Non-Collusive Affidavit | BF-9 |
| 7. | Form 3A, Interest in Competitive RFP for Public Business (if applicable) | BF-10 |
| 8. | Trench Safety Form (if applicable) | BF-11 |
| 9. | Drug Free Work Place | BF-12 |
| 10. | Subcontractor's List | BF-13 |
| 11. | Registration Certificate from the <i>Florida Department of State, Division of Corporations</i> ,
establishing your firm as eligible to conduct business in the State of Florida. Please refer
to website: <i>www.sunbiz.org</i> | |

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

City of Sarasota
Company Information Form

Company Name: _____ **RFP Opening Date:** 10-23-09

SUBMITTED: _____
(Date)

PROJECT IDENTIFICATION: **CITY OF SARASOTA**
 Palm Avenue Parking Garage
 RFP# 09-67K (CCNA – Design/ Build)

SIGNATURE OF PROPOSER: _____

NAME & TITLE: _____
(TYPED OR PRINTED)

COMPANY NAME: _____

BUSINESS ADDRESS: _____

PHONE NO: _____

FAX NO: _____

FEDERAL I.D. NUMBER: _____

DESIGN/BUILD TEAM'S LICENSE NO. _____

THIS RFP IS SUBMITTED TO: City of Sarasota, Florida (hereinafter called OWNER) acting through its City Commission.

1. The undersigned Design/ Build Team offers and agrees to enter into an Agreement with OWNER in the Form included in the Bidding Documents, to complete all Work for the Contract Price and within the Contract Time of **four hundred (400) calendar days** for all work (except warranty items) in accordance with the Contract Documents.
2. Design/ Build Team accepts all of the terms and conditions of the Bidding Documents, including without limitation, those dealing with the OWNER'S time for accepting for RFP and the disposition of RFP Bond.

Design/Build Team: _____

BF-1

3. In submitting this RFP, Design/ Build Team makes all representations required by the Instructions to Design/ Build Team and further warrants and represents that:

- (a) Design/ Build Team has examined copies of all the RFP Documents and of the following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Design/ Build Team.)

- (b) Design/ Build Team has examined the site and locality where the Work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Design/ Build Team deems necessary.
- (c) This RFP is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Design/ Build Team has not directly or indirectly induced or solicited any other Design/ Build Team to submit a false or sham Bid; Design/ Build Team has not solicited or induced any person, firm or a corporation to refrain from bidding; and Design/ Build Team has not sought by collusion to obtain for himself any advantage over any other Design/ Build Team or over OWNER.
- (d) Design/ Build Team hereby agrees, if this RFP is accepted, to commence Work under this Contract **on or before thirty (30) calendar days from the receipt of the Notice to Proceed** and to fully complete all Work on the Project within the Contract Time stipulated in item one (1) above. Design/ Build Team **further agrees to pay One Thousand Eight Hundred Dollars (\$1,800.00) in liquidated damages** for each consecutive calendar day completion of the Work is delayed.
4. Design/ Build Team will negotiate a **Guaranteed Maximum Price** to perform all the Work as required by the Drawings and Specifications. All RFP items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida.

ALL RFPs MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

LOCAL VENDOR CERTIFICATION

City - The Term "City" shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular business at issue, and which has maintained a permanent place of business with full-time employees within the City limits of the City of Sarasota, for a minimum of one (1) year prior to the date bids were received for the purchase or contract at issue.

County - The Term "County" shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular business at issue, and which has maintained a permanent place of business with full-time employees within Sarasota County, for a minimum of one (1) year prior to the date bids were received for the purchase or contract at issue.

Check the appropriate box: **City Vendor** ☐ **County** ☐

Business Name:	
*Physical Address:	
Previous Address: (if less than 1 year)	
Length of time at address:	
Number of full-time employees:	
*Occupational License (attach)	

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Seal:

(Signature line for notary public)

- *Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.*
- *In order to be eligible for local preference, the vendor must provide a copy of the occupational license.*

BF-3

RFP BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and firmly bound unto the Sponsor in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated _____, 2_____, for a Contract entitled: **RFP # 09-67K Palm Avenue Parking Garage (CCNA – Design/ Build).**

NOW, THEREFORE, if the Principal shall withdraw said RFP prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with City of Sarasota, Florida, in accordance with the RFP as accepted, and give a Performance and payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the City of Sarasota the difference between the amount specified in said RFP and the amount for which the City of Sarasota may procure the required work and/or supplies, provided the latter amount to be in excess of the amount specified in said Bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Sign here if the Design/Build Team is a Partnership or an Individual)

IN THE PRESENCE OF:

_____(SEAL)
Individual Principal

Address

Business Address

_____(SEAL)
Corporate Surety

Address

Business Address

(Sign here if Design/Build Team is a Corporation)

ATTEST:

Individual Principal

BY: _____

As President

Business Address

(AFFIX CORPORATE SEAL)

Corporate Surety

BY: _____

As Authorized Agent

(AFFIX CORPORATE SEAL)

Business Address

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and RFP or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to RFP on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

BF-7

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2 _____.

(NOTARY PUBLIC)

My Commission Expires: _____

NON-COLLUSIVE AFFIDAVIT
(Prime Proposer)

State of _____
County of _____

_____, being first duly sworn, deposes and says that he is
_____, the party making the fore-going proposal or bid, that such proposal
(partner or officer of the firm, etc.)

or RFP is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham RFP or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the RFP price of affiant or of any other Proposer, or to fix overhead, profit or cost element of said RFP price, or of that of any other Proposer, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said proposal or RFP are true.

(Proposer, if the Proposer is an individual;
Partner, if the Proposer is a partnership;
Officer, if the Proposer is a corporation)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by

(name and title of corporate officer) of _____
(name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (type of identification) as
identification.

(Signature line for notary public)

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires:

(Serial number, if any)

FORM 3A INTEREST IN COMPETITIVE RFP FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on RFP negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE RFP FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Fl. Stat. (1983))

1. The competitive RFP to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the RFP is:	Name	Position
3. The business entity with which the person submitting the RFP is associated is:		
4. My relationship to the person or business entity submitting the RFP is as follows:		
5. The nature of the business intended to be transacted in the event that this RFP is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? Yes No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
FILING INSTRUCTIONS If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00		

TRENCH SAFETY

Proposer acknowledges that included in the appropriate RFP items of the proposal and in the Total RFP Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the Design/Build Team certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the RFP being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

(serial number, if any)

My commission expires:

BF-11

DRUG FREE WORKPLACE

Preference must be given to vendors submitting a certification with their RFP form certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement effects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

Identical Tie Bids - Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with 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 RFP received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).
4. 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 bid, 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 work place no later than five (5) days after such conviction.
5. Impose a sanction 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.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

SUBCONTRACTORS LIST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

PLEASE NOTE:

If the Design/ Build Team is NOT submitting a proposal at this time, it is requested that you please provide a brief and legible explanation, below, as to why you are not proposing at this time.

Please return this page as well as the prior page (RFP Form), due no later than the deadline for the RFP opening, to: Purchasing Manager, City of Sarasota, 1565 First Street, Room 205, Sarasota, FL 34236.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT “A”

EXHIBIT “B”



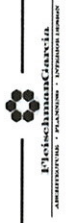
OVERALL BUILDING SIZE: 184'-8" x 262'
 RENTAL SPACE AREA: 14,062 SQ. FT.
 RAMP SLOPE (EACH LEVEL): 5.55%
 [10' TYP. FL. TO FL. HT @ 180' LONG]
 OVERALL BUILDING HEIGHT: 50 FT
 (6 LEVELS @ 10 FT PER LEVEL)

PARKING COUNT:

	STD	HC
GROUND LEVEL:	78	3
2ND LEVEL:	89	0
3RD LEVEL:	131	2
4TH LEVEL:	131	2
5TH LEVEL:	131	2
TOTAL:	662	11

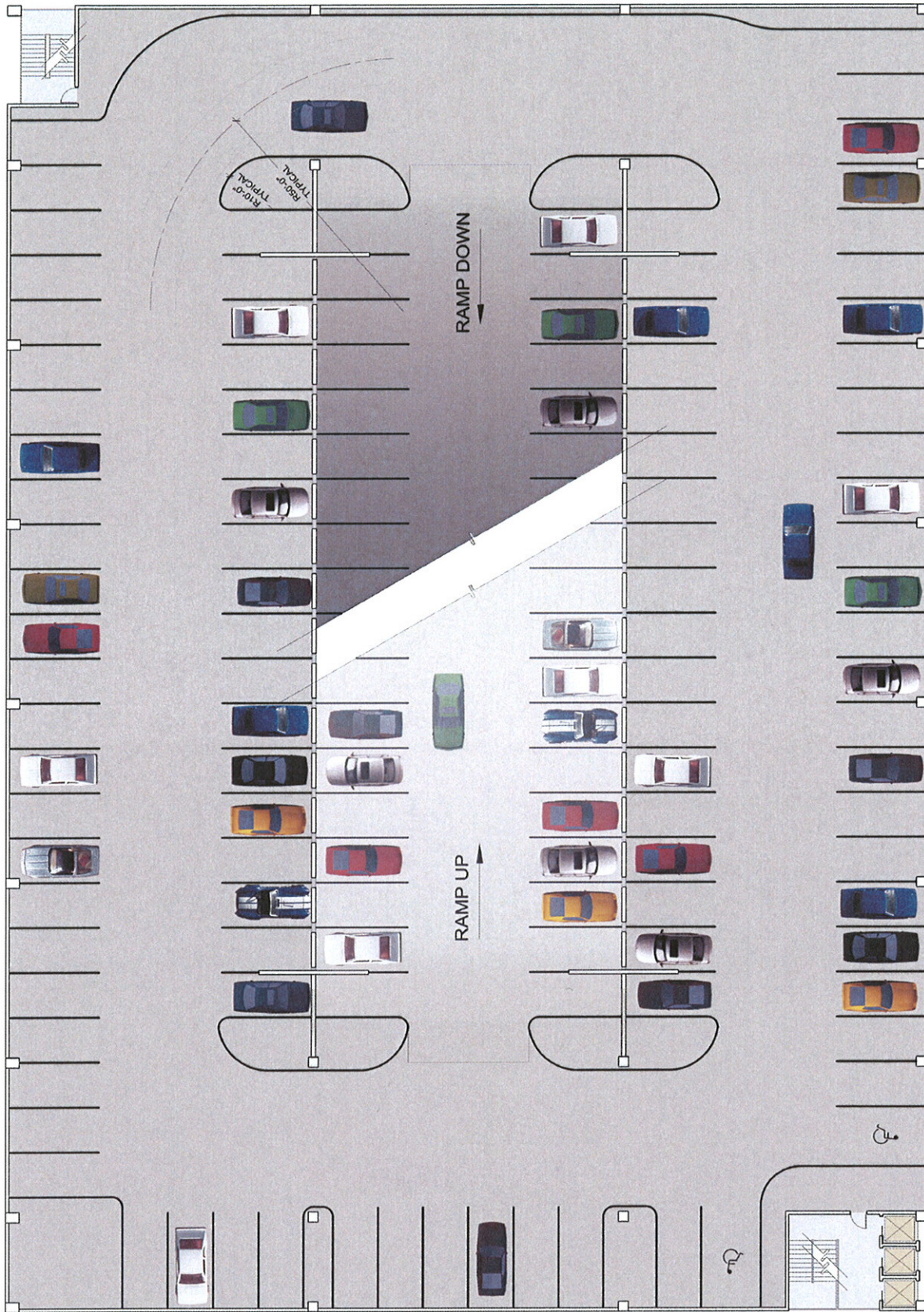
PALM AVENUE GARAGE / RETAIL

DATE: MAY 19, 2009



SITE PLAN

SCALE: 1" = 20'



PARKING COUNT THIS LEVEL: STD HC
131 2

PALM AVENUE GARAGE / RETAIL

DATE: AUGUST 2009

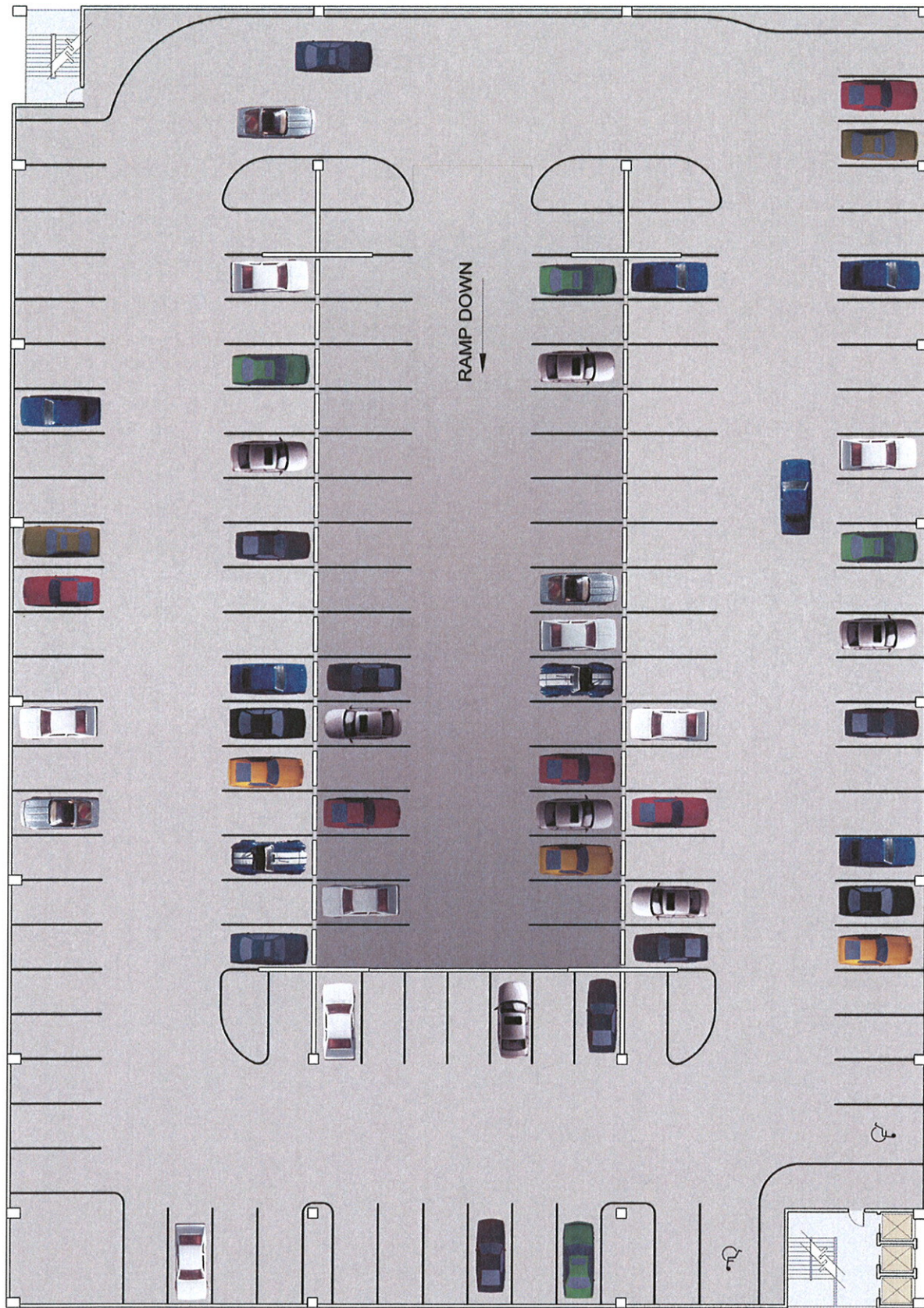


THE PALM AVENUE GARAGE / RETAIL PROJECT

TYPICAL LEVEL PLAN

SCALE: 1/8" = 1'-0" @ 30x42





PARKING COUNT THIS LEVEL: STD HC
102 2

PALM AVENUE GARAGE / RETAIL

DATE: AUGUST 2009



TOP LEVEL PLAN

SCALE: 1/8" = 1'-0" @ 30x42





PALM AVENUE GARAGE / RETAIL

DATE: MAY 19, 2009



Architectural Services
1000 AVENUE 100, SUITE 1000, DALLAS, TEXAS 75201
TEL: 214.760.1000 FAX: 214.760.1001

STREETSCAPE - NORTH END

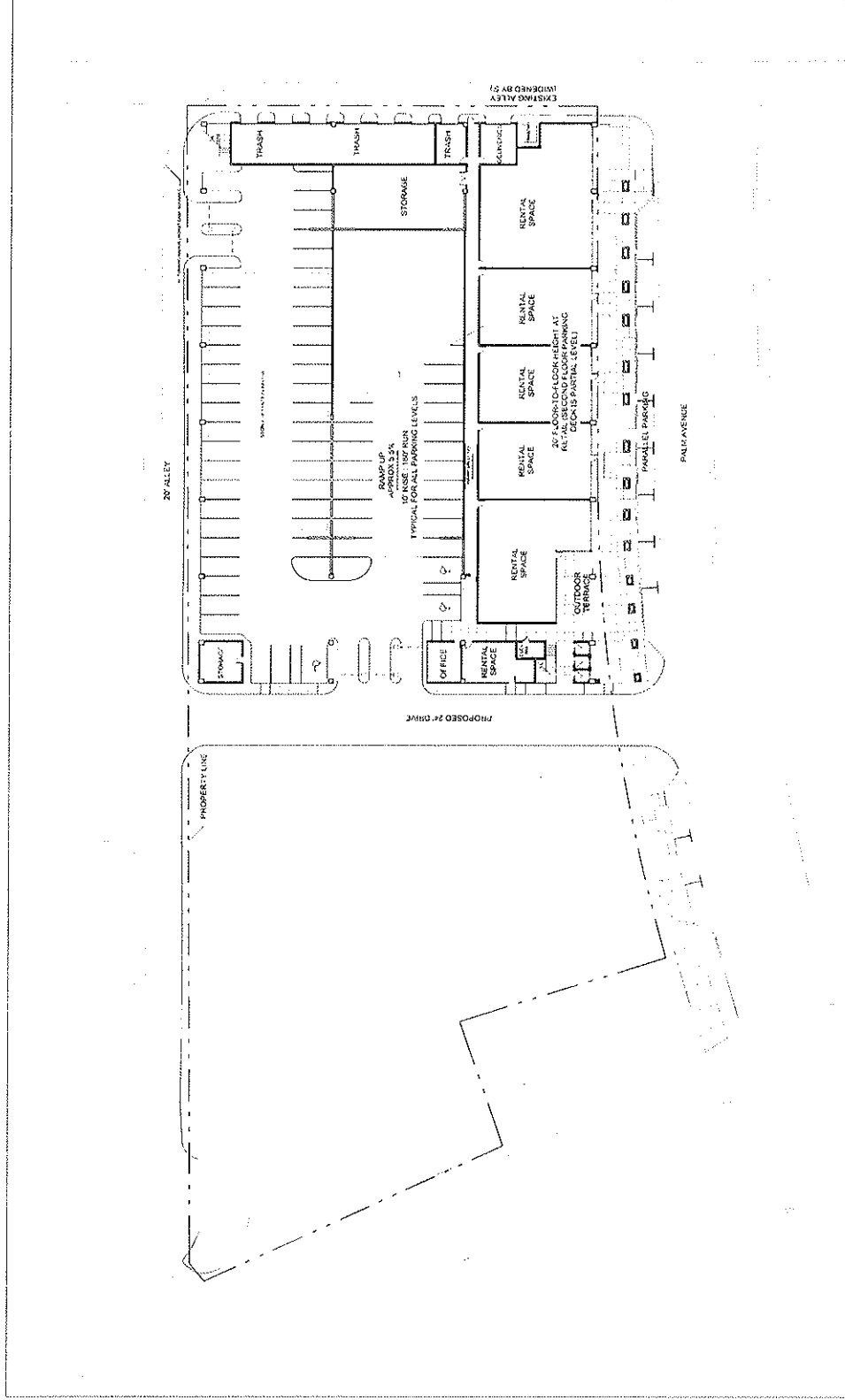


PALM AVENUE GARAGE / RETAIL
DATE: MAY 19, 2009

STREETSCAPE - SOUTH END



PROFESSIONAL ARCHITECTS
ARCHITECTS • PLANNERS • INTERIORS



OVERALL BUILDING SIZE: 184'-8" x 262'
 RENTAL SPACE AREA: 14,062 SQ. FT.
 RAMP SLOPE (EACH LEVEL): 5.55%
 (10' TYP. FL. TO FL. HT @ 180' LONG)
 OVERALL BUILDING HEIGHT: 50 FT.
 (6 LEVELS @ 10 FT PER LEVEL)

PARKING COUNT:

	STD	HC
GROUND LEVEL:	78	3
2ND LEVEL:	89	0
3RD LEVEL:	131	2
4TH LEVEL:	131	2
5TH LEVEL:	131	2
TOTAL:	662	11

PALM AVENUE GARAGE / RETAIL

DATE: AUGUST 2009



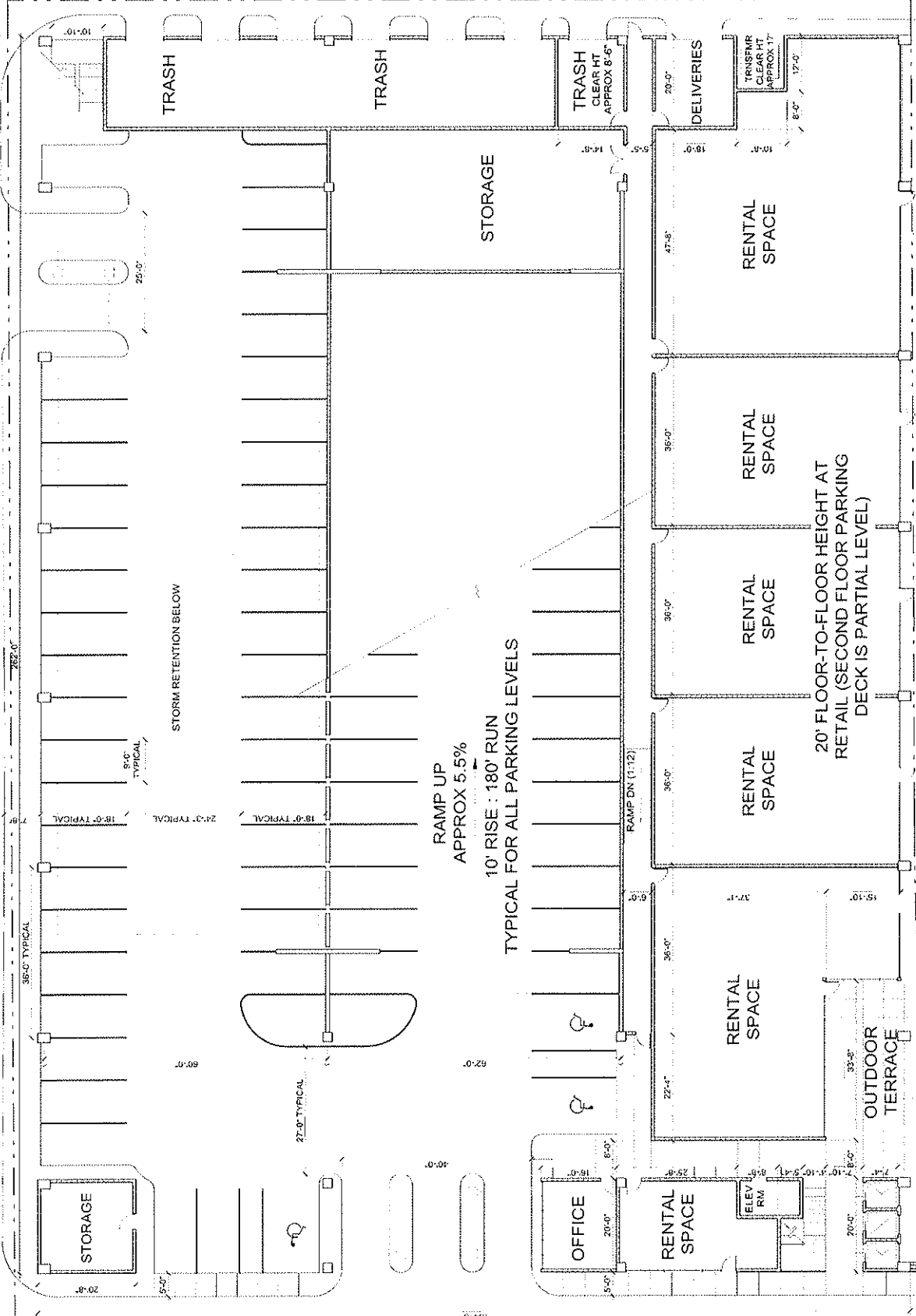
SITE PLAN

SCALE: 1" = 20' @ 30x42



20' ALLEY

45° TURNING RADIUS (WORST CASE SCENARIO) -



EXISTING ALLEY
(WIDENED BY 5')

PARKING COUNT THIS LEVEL: STD 79 2

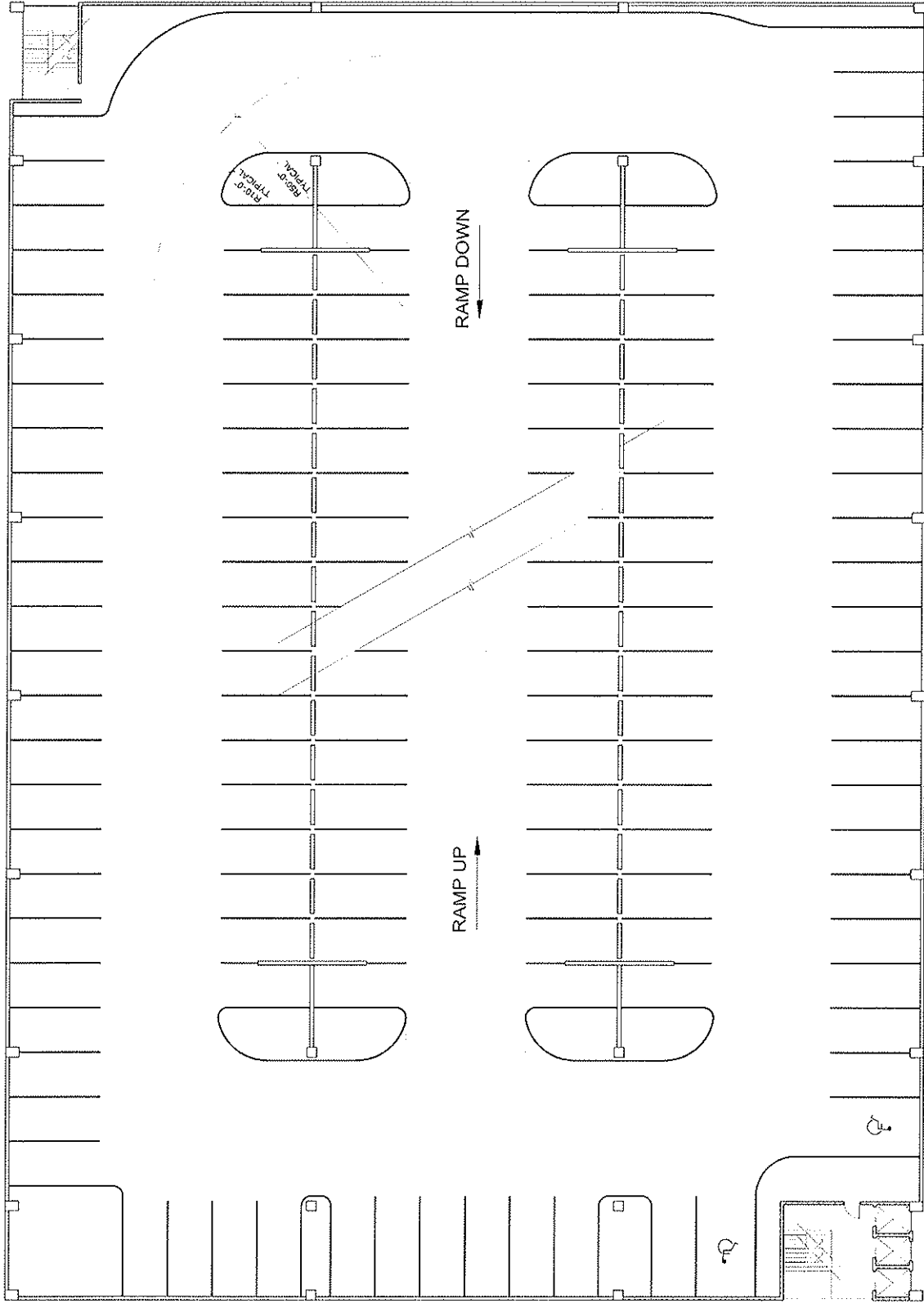
PALM AVENUE GARAGE / RETAIL



THE UNIVERSITY OF CHICAGO

GROUND LEVEL PLAN

SCALE: 1/8" = 1'-0" @ 30X42



PARKING COUNT THIS LEVEL: STD HC
131 2

PALM AVENUE GARAGE / RETAIL

DATE: AUGUST 2009

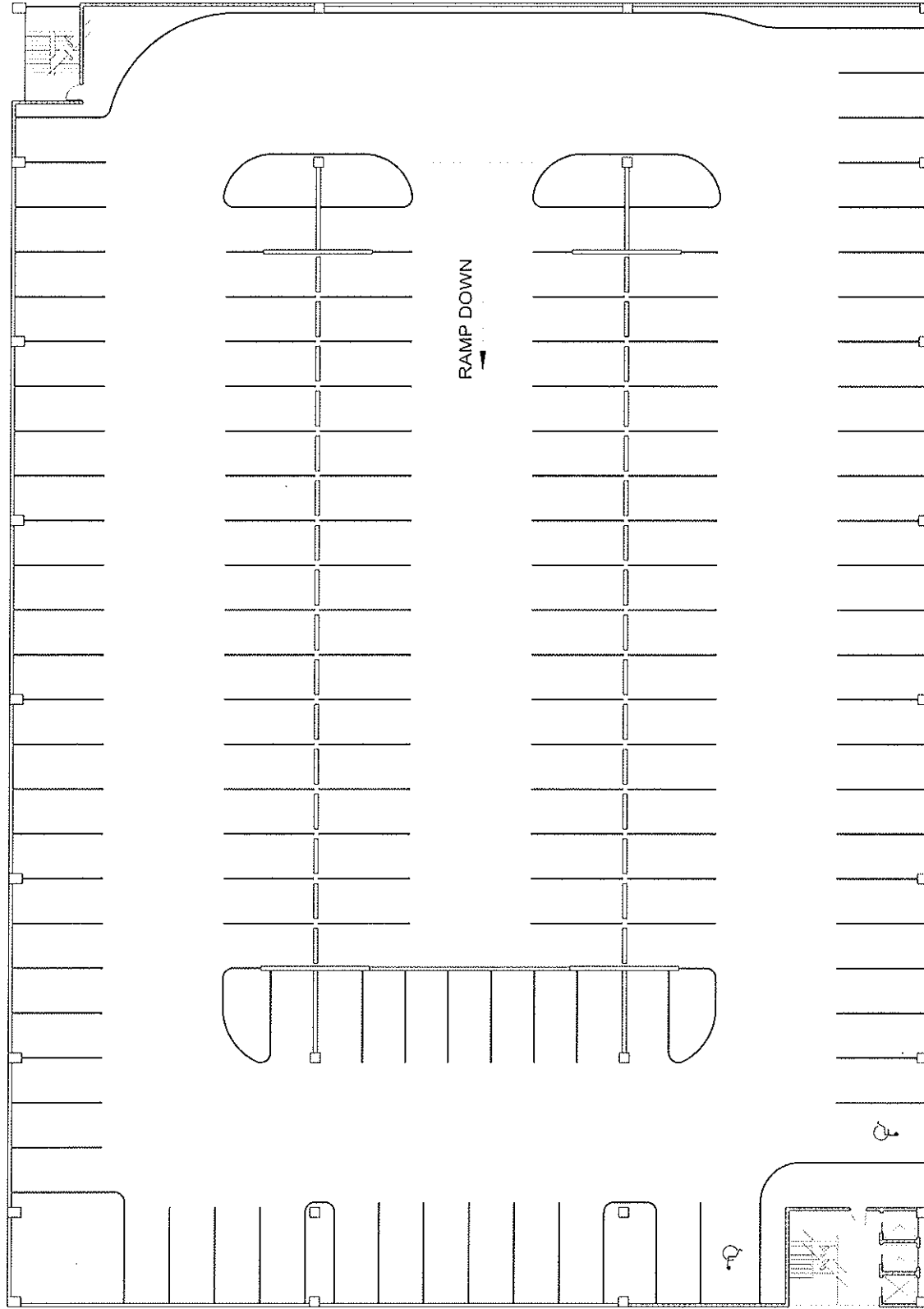


PLANNING & DESIGN
ARCHITECTURE & ENGINEERING

TYPICAL LEVEL PLAN

SCALE: 1/8" = 1'-0" @ 30x42





PARKING COUNT THIS LEVEL: STD HC
102 2

PALM AVENUE GARAGE / RETAIL

DATE: AUGUST 2009

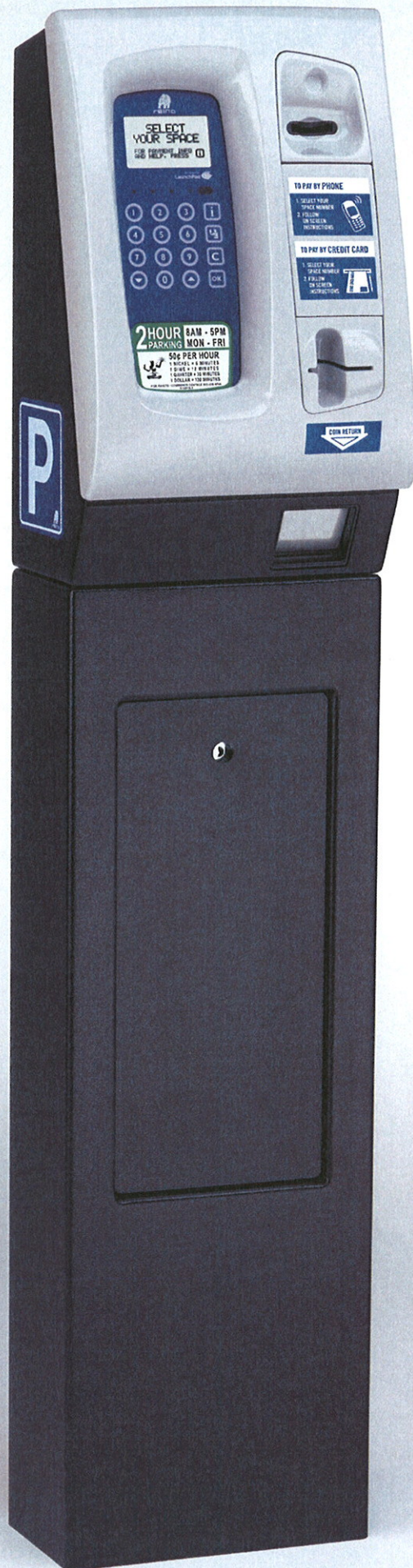


TOP LEVEL PLAN

SCALE: 1/8" = 1'-0" @ 30x42



EXHIBIT “C”



SELECT YOUR SPACE

1 2 3 4 5 6 7 8 9 0 C

2 HOUR 8AM - 5PM
PARKING MON - FRI
\$6 PER HOUR

TO PAY BY PHONE

1. SELECT YOUR SPACE NUMBER
2. FOLLOW ON SCREEN INSTRUCTIONS

TO PAY BY CREDIT CARD

1. SELECT YOUR SPACE NUMBER
2. FOLLOW ON SCREEN INSTRUCTIONS

COIN RETURN

EXHIBIT “D”

1.0 EXECUTIVE SUMMARY

In accordance with Enviro Science & Technology, Inc.'s (ES&T's) proposal dated April 12, 2004, Plaza Verdi--Palm Avenue, retained ES&T to conduct a phase I environmental site assessment (ESA) of the improved and unimproved property located at 25, 61 and 65 North Pineapple Avenue and 1289 North Palm Avenue, Sarasota County, Sarasota, Florida 34236. The improved parcel located at 25 North Pineapple Avenue is occupied by the Golden Apple Dinner Theater. The improved parcel located at 61 and 65 North Pineapple Avenue is utilized by the Deane Carroll Allyn Pavilion and the Sarasota Opera House, respectively. The unimproved parcel located at 1289 North Palm Avenue consists of a paved parking lot and an adjoining vacant lot. All three parcels combined encompass approximately 3.31 acres. All three sites are located within the city limits of Sarasota and fall within the Southwest 1/4 of Section 19, Township 36 South, Range 18 East. The objective of this ESA is to identify potential environmental impacts resulting from past or current utilization and handling or disposal of hazardous materials/substances at and around the subject properties to be developed by Plaza Verdi--Palm Avenue.

To accomplish this objective, all reasonably attainable records were reviewed to determine the past, former uses and ownership of the sites as well as to determine if the property or adjacent sites had been inspected by government personnel for suspect contamination or compliance deficiencies. Numerous interviews were conducted to supplement and/or clarify the information gathered from the records. Finally, an onsite and off site inspection was made on April 15, 19 and 21, 2004 to note any potential sources or visual signs of contamination that might affect the properties.

According to Sarasota County records, the project boundaries consist of two improved parcels and one unimproved, paved and vacant parcel of land, as follows.

The Golden Apple Dinner Theater is located at 25 North Pineapple Avenue (Parcel I.D. 2027-04-0018) and is zoned C-CBD (Commercial, Central Business District), is owned by Golden Apple Company LTD., is located in the city limits of Sarasota and is platted within Block B Subdivision of Pos Sub of Blocks A & B & Plat O, Lot 1 & south ½ of Lot 3. Lot 1 & the south ½ of Lot 3 is rectangular in shape and is 75 feet wide by 190 feet deep and consists of approximately 14,250 square feet. The site is improved with a one story, concrete block and steel skeleton structure with a recorded construction date of 1948. The total square footage of the building is recorded at 14,433 square feet. The property is presently being used as a Dinner Theater.

The Sarasota Opera House, also consisting of an attached courtyard area and the Deane Carroll Allyn Pavilion, is located at 61 and 65 North Pineapple Avenue (Parcel I.D. 2027-04-0022) and is zoned TAD (Theater and Arts District), is owned by Sarasota Opera Association, Inc., is located in the city limits of Sarasota and is platted within Subdivision Pos Sub of Blocks A & B, Northwesterly ½ of Lot 3 and all of Lots 5, 7, 9 & 11, also Sely 2. The Sarasota Opera House property is square in shape and totals approximately 225 feet wide by 190 feet deep and consists of approximately 43,241 square feet. The site is improved with an adjoining one, two and a three-story building constructed of masonry with steel skeleton structures with an original recorded construction date of 1926 (Sarasota Opera House). The total square footage of all buildings on the property is recorded at 90,028 square feet. The property is presently being used as a Theater and offices.

The paved parking lot/vacant property, is located at 1289 North Palm Avenue (Parcel I.D. 2027-04-0070) and is zoned C-CBD (Commercial, Central Business District), is owned by the City of Sarasota, City Auditor & Clerk, is located in the city limits of Sarasota and is platted within Subdivision Pos Sub of Blocks A & B, Lots 1 & 2, Block B, Sub of Lots 1, 6, 18 & 20, Block A & Lots 30, 32, & 34, Block B, Plat of Sarasota, & Lots 18, 20, 22, 24, 26 & 28, B. The property is somewhat rectangular in shape and totals approximately 465 feet wide by 190 feet deep and consists of approximately 86,439 square feet. It appears that Lots

18, 20, 22, 24, 26 and 28 are asphalt paved parking and Lots 1 and 2 are vacant unimproved land. Other than the asphalt paved parking area, the entire site is unimproved. The property is presently being used for short term public parking for the Golden Apple Dinner Theater, the Sarasota Opera House, surrounding restaurants, retail stores and business offices.

The entire project site comprises approximately 3.31 acres. It is bounded by North Pineapple Avenue to the east, First Street to the north, North Palm Avenue to the west and a paved Alleyway to the south. Another paved alleyway traverses in a north-south direction between the paved parking lot/vacant property and the Sarasota Opera House and Golden Apple Dinner Theater. The immediate surrounding area consists of commercial offices, restaurants, retail stores, a public library and residential condominiums. It is located in the heart of downtown Sarasota's theater district also known as "Five Points."

The subject sites did not appear in any of the data bases searched by the computer data base report. ES&T's investigations did produce onsite concerns from the historical research conducted. Moreover, this phase I ESA identified multiple areas of concern from operations at parcels within a 0.25-mile radius. The following pertinent investigative results are summarized, as detailed below.

HISTORICAL CITY DIRECTORIES

The Golden Apple Dinner Theater, 25 North Pineapple Avenue

- 1936 through 1985: Shortys Battery and Electric Service;
Rear, Long Westland Body and Repair Works;
Whitner Photo Labs; and
Morrison's Cafeteria.

The Deane Carroll Allyn Pavilion, 61 North Pineapple Avenue

- 1936 through 1985: Gulf State Motors;
Fenne Howard Motors;

Montgomery Roberts Company, Department Store;
Maxims of St. Croix; and
Rockys Restaurant.

The Sarasota Opera House Courtyard/Vacated Alleyway, 61 North Pineapple Avenue

- 1936 through 1985: National Car Rental Systems/Brown Parking Company;
Brown Parking Company, Lot Number One; and
Nixon Parking Lot.

The Sarasota Opera House, 65 North Pineapple Avenue

- 1936 through 1985: Edwards Theatre;
Florida Theatre;
Florida Theatre and Apartments;
Siver LC Insurance & Real Estate;
Florida Theater, Sarasota Playhouse;
Asolo Opera Guild; and
Sarasota Opera Association Building.

Along North Pineapple Avenue and Immediately Adjacent Parcels of Concern

- 1936 through 1985: Amoco Service Station--Northeast corner of present day
triangular shaped public park at West Seventh Street (First
Street) and Central Avenue;
Denhams Texaco Service (Presently Bijou Cafe); and
Vale Louis K. Filling Station (Presently Bijou Cafe).

Paved Parking Lot/Vacant Property, 1289 North Palm Avenue

- 1936 through 1985: Residential Dwellings;
Residential Dwellings and Real Estate Business;
Residential Dwellings, Restaurant and Apartments;

Contractor Business;
Investment;
National Car Rental;
Brown Parking Company and National Car Rental;
Lawson Real Estate;
Bishop Engineering; and
Coastal Theater.

SANBORN FIRE INSURANCE MAPS

The Golden Apple Dinner Theater, 25 North Pineapple Avenue

- 1925--"Offices and Vendor Building" facing Pineapple, located directly behind the offices where the two alleyways meet a "Garage, capacity 30 cars with one gas tank along the east-west alley" is identified;
- 1948--"Restaurant with Kitchen" facing Pineapple, "Garage" has disappeared; and
- 1953--"Stores and Vendors" facing Pineapple, located directly behind the stores are "Apartments with an Auto Garage" for six cars.

The Deane Carroll Allyn Pavilion/Courtyard/Vacated Alleyway, 61 North Pineapple Avenue

- 1925--"Dwelling" facing Pineapple, one detached "Auto Garage" and an "unimproved and Vacant Lot";
- 1948--"Stores" facing Pineapple and one detached "Auto Garage"; and
- 1953--"Auto Sales and Service" facing Pineapple and one building identified as "Dwelling" with one detached "Auto Garage."

Sarasota Opera House, 65 North Pineapple Avenue

- 1925--"Unimproved Vacant Lots";
- 1948--"Edwards Theatre"; and
- 1953--"Stores and Florida Theatre."

Along North Pineapple Avenue and Immediately Adjacent Parcels of Concern

- 1925--"Filling Station" at the corner of Pineapple and First Street (Bijou Cafe), subdivided office space along Main Street adjacent to Golden Apple identified as "Photos";
- 1948--"Filling Station" at the corner of Pineapple and First Street (Bijou Cafe), "Filling Station" identified at the intersection of Pineapple, Main and Central (presently the triangular shaped public park), "Filling Station" identified at the southeast corner of Central and First (presently the north half of the Plaza at Five Points project under construction);
- 1953--"Filling Station" at the corner of Pineapple and First Street (Bijou Cafe), "Filling Station" identified at the intersection of Pineapple, Main and Central (presently the triangular shaped public park), "Used Car Sales" identified at the northeast of Pineapple and First, "Filling Station" identified at the southeast corner of Central and First (presently the north half of the Plaza at Five Points project under construction), subdivided office spaces along Main Street adjacent to the south of Golden Apple identified as "Photos" and "Hotel."

Paved Parking Lot/Vacant Property, 1289 North Palm Avenue

- 1925--"Dwellings, Flats and Auto Garages" along Palm and Alleys;
- 1948--"Dwellings, Flats and Auto Garages" along Palm and Alleys; and
- 1953--"Dwellings, Flats, Boarding House and Auto Garages" along Palm and Alleys.

Along North Palm Avenue and Immediately Adjacent Parcels of Concern

- 1925--"Hotel Sarasota" located at the southeast corner on Palm and Main adjacent to the south of the paved parking lot and "Hotel" located along Main adjacent to the south of the parking lot;
- 1948--"Hotel Sarasota" located at the southeast corner on Palm and Main adjacent to the south of the paved parking lot, "Hotel" located along Main adjacent to the

south of the parking lot and the "Colonial Hotel" located at the southwest corner of Palm and Main to the southwest of the parking lot; and

- 1953--"Hotel Sarasota" located at the southeast corner on Palm and Main adjacent to the south of the paved parking lot and the "Hotel Watr..." located at the southwest corner of Palm and Main to the southwest of the parking lot.

REGULATORY AGENCY DATA FILE REVIEW

- Thirty-two (32) sites were reported by EDM in the RCRA-Non TSD, ERNS, Permit Compliance System (PCS), FINDS, Hazardous Waste Compliance & Enforcement Tracking System (STRCRA) and Florida Dry Cleaners databases. These sites were researched by ES&T at the Hillsborough County FDEP office on April 15, 2004. Seven (7) sites had available files for review. For the seven (7) reports reviewed they either indicated contamination is localized to the site, site corrections have been made in accordance with warning letters, passing compliance inspections were issued, trace contamination in groundwater was reported and warning letters were issued for administrative deficiencies. For the other twenty-five (25) sites, ES&T was unable to locate any regulatory file information at the FDEP Tampa office. This lack of information implies no past or current releases or violations have occurred;
- Based on the computer data base report, twenty-seven (27) sites within a 0.50-mile radius from the study area were listed as having UST's and/or LUST's. ES&T concentrated on the twenty-one (21) sites within a 0.25-mile radius from the study area. These sites were researched by ES&T at the Sarasota County Environmental Services (SCES) office on April 19, 2004. Three sites, Sarasota Housing Authority Tower Annex (located approximately 0.25-miles from the study area to the north and identified as having a UST only), Goodyear Auto Service Center number 2445 (presently the Selby Public Library) and Cove Cleaners, Inc. (this site was researched at the State level as a dry-cleaning site), were reported to have "no files." ES&T eliminated another seventeen (17) of these sites due to one or more of the following site specific items that were identified through the file search. LUST's and UST's

were removed with no contamination present, petroleum discharges were localized to the specific site and/or were remediated, location and proximity to the study area, passing compliance inspections were issued, quarterly groundwater monitoring reflected no further contamination was present and cleanup activities and SRCO's resulted in no further actions (NFA) requested by the consultants and/or granted by SCES. Therefore, based on the above, two (2) sites could not be eliminated as environmental risks to the sites of concern, as follows:

- 1) Goodyear Auto Service Center number 2445 (presently the Selby Public Library) is located approximately 200 feet to the north from the study area. Aerial photographs indicate that this site was demolished between 1995 and 1998 to make way for the Selby Public Library. Typically, these Goodyear centers have UST's for the storage of automotive waste oils consisting of used motor oil and transmission oil. In fact, the EDM report reflects one 550-gallon waste oil UST and one 245-gallon waste oil AST. Although the EDM report reflects that the UST was removed on December 31, 1989, no local regulatory files were available to confirm removal and/or closure sampling to initiate a further site assessment or recommend no further action; and
- 2) "Palm Avenue and Main Street Building and Site," located at 1298 North Palm Avenue, approximately 150 feet to the southwest from the southwest corner of the paved parking lot property (Lot 18). This is also the same location as the former "Colonial Hotel" and "Hotel Watr...". A UST removal and initial remedial action (IRA) was conducted on August 30, 1994 and removed one (1) 1,000-gallon unregistered UST. Analytical groundwater results from a closure sample collected on September 1, 1994 indicated petroleum groundwater contamination was present but the extent of contamination was not determined. An FDEP letter of correspondence (the most current) dated May 7, 2003 stipulates that this site has received a score of 30 for the States petroleum clean up priority program. The letter states that State funding is presently available for sites with a priority score of 50 or

greater. Based on the file review, since this date (May 7, 2003) there apparently has been no additional site assessment activities, subsurface cleanup activities or further site rehabilitation. Therefore, cross contamination into the study area from this site exists and is highly probable via groundwater migration.

- In general, although highly variable and site specific, groundwater flow within the area is west, south and southwest, toward Sarasota Bay. The various regulatory files reviewed within the immediate area indicate groundwater flow is southeast, east to northeast, northwest and southwest, confirming this highly variable and site specific groundwater flow direction.

INTERVIEWS AND HISTORICAL PHOTOGRAPHS REVIEW

Various interviews conducted and close-up historical downtown photographs (as early as 1926) reviewed during some of these interviews, provided the following areas of concern.

- Two 1926 photographs of downtown reflecting "Erwin Gremlis Auto Service" with a hand operated gas pump located along the alleyway. Erwin Gremlis Auto Service was located directly behind the present day Golden Apple Dinner Theater at the south corner where the two alleyways meet. This facility was confirmed with a 1926 and 1936 city directory, a historical newspaper advertisement and the 1925 Sanborn Fire Insurance Map;
- Review of an old photograph of the former Texaco Gasoline Station located at the corner of North Pineapple Avenue and First Street, presently the "Bijou Cafe." The regulatory files indicated this site has performed remedial activities and has been granted a NFA;
- Review of an old photograph of the former Amoco Gasoline Station located at the intersection of North Pineapple Avenue, Main Street and Central Avenue. This site is the present day triangular shaped public park directly across the street from Golden Apple and the Pavilion. Reviews of the city directories and Sanborn Fire Insurance Maps confirmed this site and its location. In addition, Mr. Kenneth D. Wall, Environmental Specialist I of Sarasota County Environmental Services Air &

Water Quality Protection department was interviewed about this former Amoco site. Mr. Wall informed ES&T that during subsurface utility work while developing the park, petroleum contamination was encountered and the source was not determined. ES&T requested to review the file for this site but was advised that no file exists.

- Review of an old photograph with an interview confirmation of the former "Goodyear Auto Service Center" located where the present day building footprint exists of the Selby Public Library;
- Review of a 1939 photograph of the present day Deane Carroll Allyn Pavilion operating as "Gulf State Motors" also known as "Fenne-Howard Automobile." This photograph was confirmed through city directories and the 1953 Sanborn Fire Insurance Map;
- Interview inquiry regarding the "National Car Rental Systems/Brown Parking Company/Nixon Parking Lot" identified first through the 1958 city directories as 45 North Pineapple Avenue (Dean Carroll Allyn Pavilion). Mr. Estes, owner and operator of Sarasota Lock and Key, stated this site was located along and within the alleyway between the present day Pavilion/Vacated Alleyway and the Sarasota Opera House Court Yard and that no vehicle refueling was conducted at this site. Mr. Estes claimed it was used for automobile rental and short term and long term parking only. However, "National Car Rental" also first appeared in the 1961 city directory and then in the 1967 directory as "Brown Parking Company and National Car Rental" located at 1288 and 1289 North Palm Avenue (Paved Parking Lot/Vacant Property); and
- Various interviews were conducted confirming or disregarding information obtained through the city directories and various maps and photographs reviewed by ES&T.

SITE INSPECTION

- On April 21, 2004, ES&T performed a site inspection of the three separately owned, but adjoining parcels of land. Color photographs of the site inspection are included as Appendix B. Appendix E contains ES&T's and the owners and/or representatives

completed site inspection forms. All three properties appear to be well maintained and are actively operating in their present business capacities.

Consequently, based on the above-mentioned, ES&T recommends a comprehensive phase II ESA in an effort to refute or confirm UST's, surface and/or subsurface soil and/or groundwater contamination for the subject sites. Upon request, ES&T will provide under a separate cover letter, a detailed proposed scope of work and associated costs including a work plan approach and laboratory analytical parameters.

This ESA was conducted by Mr. Michael E. Bobek, ES&T's Registered Environmental Property Assessor (REPA No.: 2996) and Certified Florida Environmental Assessor (CFEA No.: 46). Section 2.0 of this report provides a general description of the site and its features and environment setting. Section 3.0 details the investigative methodology employed during the phase I ESA, including historical use review, aerial photograph review, regulatory agency review, and site inspection. Section 4.0 summarizes the phase I ESA findings. Section 5.0 presents conclusions and recommendations, Section 6.0 displays references, outside records centers and agency contacts, and interviews, and Section 7.0 provides the phase I ESA report limitations. Appendix A contains the electronic data base report, Appendix B provides the color photographs taken on April 21, 2004, Appendix C provides copies of the aerial photographs obtained by ES&T, Appendix D contains copies of information retrieved by ES&T from the local environmental regulatory files, Appendix E contains a copy of the completed site inspection forms and Appendix F contains the 1925, 1948 and 1953 Sanborn Maps reviewed.

EXHIBIT “E”

Palm Avenue Garage And Liner Building: Critical Path and Timeline

8.25.09

Task	Details	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun / Jul -10	Aug/Sep - 10	Oct/Nov-10	Dec-10
Architectural Services via Contract Firm	Author Scope of Services for Architect																			
	Hire Architect																			
	Architectural Services to Include: 3-5 Façade Designs, Assist prepare RFP, Ingress/Egress issues, Circulation, Loading, Pedestrian Connections, Streetscape, Centralized Trash, LEED, etc...																			
Public Participation	Initial Public Participation: Community Design Workshop																			
	Joint CRAAB and CRA Workshop																			
Resolve Opera Involvement	City Staff meet with Opera Board and Counsel																			
	Negotiate release of easement on remainder of parcel in exchange for Garage Parking rights																			
	Determine means of accomodating rights in garage (equipment, maintenance costs, segregated, signage, enforcement, etc...)																			
	Discuss temp. parking needs during construction																			
Select Design/Build firm to Complete Project	Author RFP ("Design Criteria Package")																			
	Release RFP - Receive Proposals																			
	Establish RFP review group																			
	Review and Score proposals /Award RFP																			
	Create Contract with Company																			
	Seek contract approval from CRAAB																			
	Seek contract approval from CRA																			
	Execute Contract																			
Site Plan Approval Process	Pre-App																			
	DRC																			
	FPL and other Utility issues																			
	Adjustments (Planning Board)																			
	Public Art																			
	Traffic Concurrency																			
	SWFTMD																			
Retail Space Concerns	Ownership issue																			
	If City owns and leases: Pursue specific retail occupants																			
Design, Permitting and Construction	Contract Executed																			
	Design of Project																			
	Permitting																			
	Construction																			
	Obtain CO																			

Completed
To be Completed



Note: Design, Permitting and Construction estimated as 12 months total.

EXHIBIT “F”

Downtown Green Space Policies

June 17, 2008

I. Green Space in the Context of a Sustainable Environment

Downtown green space policies should reinforce actions that maintain and enhance the City's environmentally sustainable qualities including:

- A. A compact, mixed use, high-density core,
- B. Walkable streets,
- C. Parks and green spaces,
- D. A reconnection of the downtown to the bayfront,
- E. Use of Florida Friendly plant materials,
- F. Sparing and strategic use of plant materials that require high-level maintenance,
- G. Adherence to the Fertilizer Ordinance,
- H. Utilize re-use and/or stormwater detention facility (rather than potable) water for irrigation where feasible,
- I. Use of pervious paving where feasible, and
- J. Incentives for private sector actions that enhance environmental sustainability.

II. Protection of Existing Parks

- A. Protect and enhance existing parks in and adjacent to the downtown area as listed in the table below:

	Park	Area (in acres)	General Character
1	Bayfront	32.00	Primarily Pervious Vegetation
2	Bayfront & Marina Island	10.00	Primarily Pervious Vegetation
3	Causeway	12.00	Primarily Pervious Vegetation
4	Charles Ringling	0.22	Plaza & Planters
5	Cultural	16.00	Primarily Pervious Vegetation
6	Gillespie	10.00	Primarily Pervious Vegetation
7	Laurel	0.50	Primarily Pervious Vegetation
8	Lemon Avenue Mall	0.25	Plaza-Like
9	Links Plaza	0.25	Plaza & Planters

10	Little Five Points	0.25	Plaza & Planters
11	Lukewood	9.00	Primarily Pervious Vegetation
12	Payne	37.80	Primarily Pervious Vegetation
13	Pineapple	0.25	Plaza & Planters
14	Selby Five Points	0.61	Mixed Plaza & Pervious
15	Shenandoah	0.83	Primarily Pervious Vegetation
	Total	129.96	(128.13 Acres Primarily Pervious Vegetation)

- B. Facilities within Parks should be limited to those that compliment park use such as those related to recreational, food service, and rest rooms.

III. Managing the Urban Forest

- A. Tree Inventory - Continue to monitor, update, and use the City's inventory of approximately 75,000 trees on public property to manage the urban forest.
Continue to use best management principles including:
1. Replenishing the City's urban forest by replacing declining, decayed, undesirable specimens with Florida Number One Grade stock as defined in the most current Florida Nurseryman Standards. Undesirable species are: Chinaberry, Chinese Tallow, Australian Pine, Carrot Wood Tree, Brazilian Pepper, and Punk Tree / Paper Tree.
 2. Building in storm resistant tree and palm species and varieties.
 3. Creating a diverse urban forest to minimize loss in the event of a species-specific disease.
- B. Street Tree Planting Plan (Right Tree / Right Place) - Utilizing best management practices related to urban forestry and urban design, develop a Street Tree Planting Plan for all streets in the Downtown Bayfront (DTB), Downtown Core (DTC), and Downtown Edge (DTE) zone districts.
1. Select a single tree specie for each block (to create an ordered rhythm), but not for more than four blocks (to minimize the risk of loss from disease), selecting varieties of trees that minimize negative impacts on underground utilities.

2. Utilize current code requirements as a guide for spacing between trees (generally 30 feet as recommended in the Downtown Master Plan 2020).
 3. Continue to encourage private property owners to plant trees within the public right-of-way in accordance with the tree planting plan.
- C. Tree Protection Ordinance (Trees on Private Property) - Continue to enforce and monitor the City's Tree Protection Ordinance to protect and enhance trees on private property.

IV. Streetscape Design

- A. Encourage the preparation of a prototypical design for the incremental redesign of the Main Street streetscape. These prototypical designs should include:
1. Protection of street trees.
 2. Focus on bulbouts.
 3. Prepare prototypical designs for bulbouts at intersections and mid-block that includes:
 - a. Protection of trees.
 - b. Treatment of the area at the base of trees.
 - c. Paving material.
 - d. Planting beds.
 - e. Measures to minimize damage from skateboards and bikes.
 - f. Measures, such as raised planters or low fences to minimize damage to planting beds.
 - g. Consideration of Planting pots.
 - h. Re-use water for irrigation.
 - i. Provision for seating in areas adjacent to restaurants. (At the conclusion of the prototypical design process, guidelines or standards could be established for proportions of the area dedicated to paving versus planting.)
 - j. Public seating in areas not used for outdoor dining.

4. Prepare design standards for the treatment of areas at the base of trees in non-bulbout areas.
- B. Subsequent to A above, consider the development of streetscape standards for other downtown streets based on the Main Street prototypical designs. Primary “Pedestrian” Streets should be given highest priority.
- C. In cases of major redevelopment (where a significant portion of streetscape is being rebuilt), explore potential amendments to the Engineering Design Criteria Manual (EDCM) that would facilitate added green space within the public right-of-way in exchange for significant additions (above code requirements) of off-street parking.

V. Green Space, Transportation, and Surface Parking

Conversion of Pervious Areas - Conversion of existing Green Space or pervious surfaces to impervious surfaces (e.g. roadways or surface parking) should be limited to the following:

- A. Removal of trees, shrubs etc. in the interest of public health, safety and welfare; or
- B. Removal of same in conjunction with an adopted plan, policy or standard of the City Commission; or
- C. Designs that replace plantings with equal or greater quality and/or quantity of plantings, which result in a net improvement to the Downtown Green Space.

VI. Pervious Paving Materials

Right Paving in the Right Place – Explore the possibilities for the use of permeable paving where feasible, and continue to research new permeable paving technologies. The following table summarizes characteristics of two types of permeable paving.

Paving Type	Areas for Potential Application	Advantages	Limitations
Turf Block & Permeable Pavers Constructed of Concrete or Plastic	Pathways, Walkways, Light Vehicle Loading Areas, & Occasionally-Used Overflow Parking	Reduction of pollutants entering the stormwater system and water bodies, Reduction of thermal pollution	Higher initial costs of material and site preparation; Maintenance of plant material (if used); Reduction of permeability over time; Possible trip hazard & wheel chair maneuverability issue
Pervious Paving & Concrete	Pathways, Walkways, Light Vehicle Loading Areas, & Occasionally-Used Overflow Parking	Reduction of pollutants entering the stormwater system and water bodies	Additional cost of materials and site preparation, maintenance (suggested vacuuming of surface 2-3 times annually)

VII. “Green” Roofs

Explore amendments to the comprehensive plan and zoning code that provide incentives for “Green” roofs, to developments that provide and maintain Florida Friendly planted green roofs for a set percentage of the development’s roof area.

VIII. Implementation

- A. Advisory Committee – Establish a task force made up of five representatives, with one from each of the following groups: Merchants, Condominium Associations, Save Our Sarasota, Commercial Land Owners, and City Citizens at Large. They would be tasked with reviewing the proposed Green Space prototypes and make their recommendations to the City Commissioners.
- B. Land Development Regulations – Implementation of these policies should include a comprehensive review (and amendments where appropriate) of the City's Land Development regulations including the Comprehensive Plan, the Downtown Master Plan, the Zoning Code and the Engineering Design Criteria Manual.
- C. Maintenance - Streetscape improvements that exceed the standards used by the City are encouraged, however, any additional maintenance cost resulting from these upgrades will be the responsibility of... To Be Determined
- D. Funding – To Be Determined