



CITY OF WEST PARK, FLORIDA
REQUEST FOR LETTERS OF INTEREST AND QUALIFICATION
RFQ NO.: 21-0601
FOR
EXPERIENCED PROFESSIONAL ARCHITECTURAL/ENGINEERING
FIRMS TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION
ADMINISTRATION SERVICES FOR MARY SAUNDERS PARK
IMPROVEMENTS

The City of West Park will receive letters of interest and qualification for qualified and experienced Professional Architectural and Engineering consulting teams deemed best qualified, experienced and responsive, pursuant to Florida Statutes, Section 287.055 (Consultants' Competitive Negotiation Act), for the design, permitting, and construction administration of the construction contract for athletic field and restroom ventilation improvements at Mary Saunders Park located at 4750 SW 21st Street, West Park, Fl 33023 until **3:00pm Tuesday, June 1, 2021.**

The project consists of improvements to approximately 60,000 square feet of existing field area within the boundary of Mary Saunders Park. The proposed improvements will include the installation of three (3) youth athletic fields and improvement to one (1) existing athletic field for baseball, softball, soccer and football activities as well as the installation of ventilation systems in the men's and women's restrooms. Interested firms must submit qualification packages to the **Office of the City Clerk, 1965 South State Road 7, West Park FL 33023.** The telephone number to the City Clerk's office is 954.989.2688. Any qualification package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

Pursuant to Chapter 287.055, Florida Statutes, the applicable section of the City's Code and as revised via Ordinance 2018-05, the City of West Park will retain a consultant to provide the professional Architectural and Engineering services for scope of work listed below. The selected firm shall enter into an agreement for this specific project. Only A&E firms currently licensed in the State of Florida, with similar experiences and a proven track record of delivering successful/on time, within budget projects are encouraged to apply.

This project is being funded by the State of Florida Department of Environmental Protection and Broward County CDBG. All HUD Federal Rules and regulations pertaining to this project are applicable. Federal Davis-Bacon wage rates for classifications are specified and must be complied with. Fringe benefits must be added to the prevailing hourly wage where applicable. Section 3 of the Housing and Urban Development Act of 1968 which requires that economic opportunities to the greatest extent feasible be given to low and very low income persons and to businesses that provide economic opportunities to these persons. Any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" will be considered ineligible for contract award.

The general scope for the professional services is as follows:

Basic Services

The Basic Services, for design and construction phase services, consist of six (6) phases described in Paragraph III. through VIII. The scope outlined below is applicable in its entirety to projects for which completed Basic Services are authorized.

Upon authorization to proceed from the CITY, the CONSULTANT agrees to provide complete professional architectural and engineering services for any portion or all of the six Phases outlined below. The CONSULTANT agrees to procure and coordinate efforts with that of any other engineering, professional surveying and mapping, landscape architectural, or field CONSULTANTS to assure a coordinated and complete WORK. The lead CONSULTANT as designated by the CITY shall prepare the final permitting and bid package including site plans, bid documents and specifications, which shall be prepared by, and be the responsibility of the respective disciplines.

I. General Architectural Services (as applicable):

- A. Obtain current topographic survey and prepare detailed plans showing the complete design of the Project including, but not limited to, architectural, structural, electrical, mechanical, and site development features.
- B. Provide complete and detailed specifications pertaining to the design requirements of the Project.
- C. Furnish all architectural information, data, and drawings required for procuring all necessary or desirable permits, licenses, franchises, and authorizations.
- D. Conduct inspection activities, and for projects involving multiple construction contracts, provide project coordination and inspection activities, and secure the most expeditious and economical construction of the Project in accordance with the approved Plans and Specifications and the terms of the Construction Contract.
- E. Prepare preliminary drawings, a general description of materials and types of construction, and provide an overall estimate of the cost of construction (all of the foregoing hereinafter collectively called the "Preliminary Documents").
- F. Provide Site Plans, Parks master planning with conceptual designs and renderings; rehabilitation of facilities; and architectural landscaping activities where applicable.
- G. Render diligently and competently in accordance with the normal standards used in the profession, all architectural services which shall be necessary or advisable for the expeditious, economical, and sound design, construction, and satisfactory completion of the Project.

II. General Engineering Services (as applicable):

- A. Civil/Site work investigation, design and document preparation.

- B. Drainage Design including the necessary analysis needed to implement proposed drainage improvements, preparation of grading and drainage plan for park facilities.
- C. Other incidental services associated with the above items.

III. Preliminary and Schematic Design:

- A. The CONSULTANT shall confer with representatives of the CITY and the using agency to determine the full scope of the Project that will meet the program requirements, and shall advise the CITY if, in the CONSULTANT'S opinion, the allocated funds are adequate to accomplish the program requirements.
- B. The CONSULTANT shall use proper and adequate design control to assure the CITY that the program requirements will be met.
- C. The CONSULTANT shall prepare a Design Concept and Schematic Report, comprising of the Project Timetable (Master Schedule), Planning Summary (unless advised otherwise), Schematic Design Studies (unless advised otherwise) as defined below, and the Statement of Probable Construction Cost.
- D. The Proposed Project Timetable shall consist of a schedule showing the proposed completion date on each Phase of the Project through design, bidding, construction, and proposed date of completion.
- E. The Planning Summary (unless advised otherwise) shall consist of a vicinity plan and blow-up of the Site (if applicable) showing Project orientation, and a brief summary of all pertinent planning criteria used for the Project.
- F. The Schematic Design Studies (unless advised otherwise) shall consist of all plans, elevations, sections, etc. as required to show the scale and relationship of the parts and the design concept of the whole. A simple perspective sketch, model or photograph thereof may be provided to further show the design concept.
- G. The CONSULTANT shall present the Schematic design studies to the appropriate Boards for their approval when the project requires such approval.
- H. The CONSULTANT shall present the schematic design studies to all the appropriate utility companies, where applicable, (such as FPL, AT&T, Cable Provider, BCWWS, etc.) for any conflict with their utilities.
- I. Statement of Probable Construction Cost to include estimated cost of the Project including fixed equipment, materials and labor, contingencies (if any), escalation factors adjusted to the estimated bid date, movable estimate (if any), and utility service extensions (if applicable). The CONSULTANT'S opinions of probable Total Project Costs and Construction Cost are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified professional engineer or architect, familiar with the local construction industry and prices. CONSULTANT shall perform *Value Engineering* analysis during design and

include Value Engineering clauses in construction documents and contracts to offer reasonable opportunities for cost reduction.

- J. The CONSULTANT shall submit and present two (2) copies of all documents required under this Phase, without additional charge, for approval by the CITY and shall not proceed with the next Phase until directed by the CITY.

IV. Design Development:

- A. From the approved Schematic Design documents, the CONSULTANT shall prepare Design Development Documents, comprising the drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to construction and finish materials and other items incidental thereto as may be appropriate and applicable.
- B. In accordance with Florida Department of Environmental Protection Development Commencement Documentation requirements for the Florida Recreation Development Assistance Program, the CONSULTANT shall prepare and provide an *11x17 boundary survey* of the project site, which includes a legal description and sketch of the site's boundaries, known easements and encroachments, if any, be legally sufficient to identify the site, and signed and sealed by a professional surveyor and mapper licensed under provision of Chapter 472, F.S. Additionally, CONSULTANT shall prepare and provide an 11x17 signed and sealed *Site Plan* showing the location of all existing and proposed buildings and facilities.
- C. The Design Development Documents shall comprise the Proposed Project Timetable (updated), Outline Specifications, Updated Statement of Probable Construction Cost, and Design Development Drawings, etc., as required to clearly delineate the Project. If the Updated Statement of Probable Construction Cost exceeds the allocated funds, feasible cost or scope reduction options shall be included.
- D. The CONSULTANT shall submit and present two (2) sets of all documents required under this Phase, without additional charge, for approval by the CITY and not proceed with the next Phase until directed by the CITY.
- E. The CONSULTANT shall at all times monitor the Probable Construction Costs to make certain they remain within the total allocated budget. A Notice to Proceed to Phase V will not be issued if the latest statement of Probable Construction Cost exceeds the total allocated funds.

V. Final Design / Construction Documents Development:

- A. From the approved Design Development Documents, the CONSULTANT shall prepare Final Construction Documents setting forth in detail the requirements for the construction of the Project including the Proposal (Bid) Form and other necessary information for bidders, Conditions of the Contract, and Complete Drawings and Specifications. CONSULTANT shall use Construction Specifications Institute (CSI) Standards and the City of West Park Standard forms for the preparation of the proposal

(bid) forms, Instructions to Bidders, conditions of Contract and Specifications. The CONSULTANT shall review all existing City Specifications, for completeness prior to use and shall supply all needed additional specifications.

- B. The Construction Documents shall be prepared in a manner that will assure clarity of linework, notes, and dimensions, when the documents are reduced to 50% of their size. All drawings shall be on 24" x 36" paper ("D" size), on the City's standard sheet format, unless approved otherwise.
- C. All construction documents shall be submitted in both "hard copy" and electronic media in a mutually agreed upon electronic format, but generally as follows:
 - 1. Non-drawing submittals in Microsoft Office format.
 - 2. Drawings in AutoCAD and PDF format.
- D. When the development of the drawings has progressed to at least 50% completion in Phase III, the CONSULTANT shall submit two (2) copies to the CITY for approval, without additional charge, along with updated outline specifications. The CONSULTANT shall also submit at this time an updated Statement of Probable Construction cost as indicated by time factor, changes in requirements, or general market conditions and an updated Project Schedule.
- E. The CONSULTANT shall not proceed with the further development until approval of the 50% documents is received from the CITY. The CONSULTANT shall make all changes to documents. The 50% complete Check set shall be returned to the CITY.
- F. Upon 100% completion of the Construction Documents, the CONSULTANT shall submit to the CITY a final, updated Statement of Probable Construction Cost along with two (2) copies each of drawings, specifications, reports, programs, etc., without additional charge, for a final review and comments or approvals.
- G. The CONSULTANT shall make all the necessary presentations to the appropriate CITY Boards (such as Environmental Review Board, Historical Preservation Board etc.) for the final approval.
- H. The CONSULTANT at no extra cost to the CITY shall make all required changes or additions and resolve all questions resulting from paragraph G if the changes or additions do not alter the scope of the project as determined under paragraph 2.2.1 A. The 100% complete Check set shall be returned to the CITY. Upon final approval by the CITY, the CONSULTANT shall furnish to the CITY signed and sealed electronic versions and/or a minimum of 6 sets of drawings and specifications, at no additional cost to the CITY, for bidding purposes, unless instructed otherwise.
- I. The CONSULTANT shall arrange for "dry runs" and/or make final submissions to appropriate authorities (regulatory agencies to include and not limited to City, County, State or Federal) as necessary, to ascertain that the construction documents meet the necessary requirements to obtain all the necessary permits for construction. CONSULTANT shall respond to all technical questions from regulatory agencies.

CONSULTANT shall modify, at no additional cost to CITY, in order to acquire the necessary permits.

VI. Bidding and Negotiation Phase:

- A. The CONSULTANT shall review the design documents and prepare specifications/project manual per City's standard, prepare an Estimate of Probable Construction Cost and assist the CITY in obtaining bids and awarding and preparing construction contracts. The CONSULTANT shall attend all pre-bid conferences. The CONSULTANT shall be present during the bid opening and as part of this assistance to the CITY will tally, evaluate and issue a recommendation to the CITY after verifying responsiveness, bond, insurance documents, questionnaire and references submitted by the constructor.
- B. The CONSULTANT shall issue Addenda through the CITY as appropriate to clarify, correct or change Bid Documents.
- C. If Pre-Qualification of bidders is required as set forth in the Request for Qualification, CONSULTANT shall assist City in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.
- D. If the lowest responsible Base Bid received exceeds the Total Allocated Funds the CITY may:
 - 1. Approve the increase in Project Cost and award a construction contract or,
 - 2. Reject all bids and rebid the Project within a reasonable time with no change in the Project, or
 - 3. Direct the CONSULTANT to revise the Project scope or quality, or both, as approved by the CITY and rebid the Project, or
 - 4. Suspend or abandon the Project, or
 - 5. Exercise all options under the City Charter and State Law.

NOTE: Under this phase, the CONSULTANT shall, without additional compensation, assist the CITY in obtaining re-bids, and awarding the re-bid of the project.

- E. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT will be considered complete upon signing of an Agreement with a Contractor. Rejection of bids by the CITY does not constitute cancellation of the project.

VII. General Administration of the Construction Contract:

- A. The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved and paid by the CITY.

- B. The CONSULTANT, as the representative of the CITY during the Construction Phase, shall advise and consult with the CITY and shall have authority to act on behalf of the CITY to the extent provided in the General Conditions and as modified in the Supplementary Conditions of the Construction Contract.
- C. The CONSULTANT shall attend pre-construction meetings.
- D. The CONSULTANT shall at all times have access to the project wherever it is in preparation or progress.
- E. The CONSULTANT shall visit the site at least twice per week and at all key construction events to ascertain the progress of the Project and to determine in general if the WORK is progressing in accordance with the Contract Documents. On the basis of on-site observations, the CONSULTANT will use reasonable and customary care to guard the CITY against defects and deficiencies in the WORK. If necessary, the CONSULTANT may be required to provide continuous daily on-site observations to check the quality or quantity of the WORK as set forth in this Agreement and defined by the Scope of WORK issued for the individual project. On the basis of the on-site observations, the CONSULTANT will advise the CITY as to the progress of and any observed defects and deficiencies in the WORK immediately in writing.
- F. The CONSULTANT shall furnish the CITY with a written report of all observations of the WORK made by him/her during each visit to the WORK. He/she shall also note the general status and progress of the WORK, and shall submit same in a timely manner. The CONSULTANT shall ascertain at least monthly that the Contractor is making timely, accurate, and complete notations on record drawings.
- G. Based on observations at the site and on the Contractor's Payment Certificate, the CONSULTANT shall determine the amount due the Contractor on account and he/she shall recommend approval of the Certificate in such amounts. The recommendation of approval of a Payment Certificate shall constitute a representation by the CONSULTANT to the CITY that, he/she certifies to the CITY that the WORK has progressed to the point indicated, and the quality of the WORK he/she is in accordance with the Contract Documents subject to:
 - 1. An evaluation of the WORK for conformance with the contract documents upon substantial completion.
 - 2. The results of any subsequent tests required by the contract documents.
 - 3. Minor deviations from the contract documents correctable prior to completion and acceptance of the project.
- H. The CONSULTANT shall have an affirmative duty to recommend rejection of WORK, which does not conform, to the Contract Documents. Whenever, in his/her reasonable opinion, he/she considers it necessary or advisable to insure compliance with the Contract Documents, he/she will have authority (with the City's prior approval) to recommend special inspections or testing of any WORK deemed not to be in accordance with the Contract whether or not such WORK has been fabricated and delivered to the Project, or installed and completed.
- I. The CONSULTANT shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence with the CITY.

- J. The CONSULTANT shall review and recommend action on proposed Change Orders within the scope of the Project initiated by others, and initiate proposed change orders as required by their own observations.
- K. The CONSULTANT shall examine the WORK upon receipt of the Contractor's Certificate of Substantial Completion of the Project. A Punch List of any defects and discrepancies in the WORK required to be corrected by the Contractor shall be prepared by the CONSULTANT in conjunction with representatives of the CITY and satisfactory performance obtained before the CONSULTANT recommends execution of Certificate of Final Acceptance and final payment to the Contractor. He/she shall obtain from the Contractor all warranties, guarantees, operating and maintenance manuals for equipment, releases of lien and such other documents and certificates as may be required by applicable codes, laws, policy regulations and the specifications, and deliver them to the CITY.
- L. The CONSULTANT shall provide assistance in obtaining Contractor's compliance with the Contract Documents relative to, 1) initial instruction of CITY personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems, and, 3) final clean-up of the project.
- M. The CONSULTANT shall provide necessary public relations coordination and communication of the project's update to property owners and businesses that about the project, where applicable. All communication, to include presentations, flyers, memoranda, letters etc., shall also be provided to the City and neighboring cities affected by the project.

VIII. Post Construction Administration

- A. The CONSULTANT shall prepare and provide the CITY with a written manual, to be used by the CITY, outlining the implementation plan of all the required maintenance necessary to keep the proposed WORK operational in a safe and effective manner.
- B. The CONSULTANT shall furnish to the CITY, signed and sealed record drawings updated based on information furnished by the Contractor; such drawings shall become the property of the CITY.
- C. The CONSULTANT shall assist in the inspection of the WORK one month before the expiration of any guarantee period or the sixth month whichever is earlier and report any defective WORK in the Project under terms of the guarantee/warranties for correction. He/she shall assist the CITY with the administration of guarantee/warranties for correction of defective WORK that may be discovered during the period.

To be eligible for selection consideration, interested consultants must submit one (1) original, five (5) copies and one (1) electronic copy of the information listed below. The electronic copy shall be in the form of a scanned PDF copy of the original and all materials submitted in the response provided in a compact disc (CD) or jump/flash drive.

- 1. Name of firm(s); specify as to type of contractual agreement between firms, and certificate(s) of authorization to offer professional services through the Florida Department of Professional Regulations, as applicable, from prime as well as supporting firms, if any.
- 2. Proof of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms.

3. Proposed organization chart identifying key professionals and their area of responsibilities.
4. Appropriate current Federal Standard Form (SF)330 or updated revision forms showing the firm's data and supporting the firm's ability to perform each category of work required. Federal form 330 or updated revision is not required for sub-consultant, if applicable.
5. Verifiable business references (**minimum three (3) references other than the City of West Park**) within the last five (5) years supporting Respondent's experience in A&E services. List must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Respondent to ascertain that the contact person will be responsive.

IX. Local Preference Policy:

Where applicable, the City's Local Preference Policy (as outlined in the City's Code Section 2-164), will be considered when evaluating proposals and awarding services. If the local company is a subconsultant/subcontractor, the proposer must delineate the specific elements of the work the local company will perform and the dollar value of the work as a percentage of the total contract value. This documentation must be signed by both the proposer and local company to confirm their intent to establish a business relationship and confirm the local company's percentage.

Local Preferences.

Competitive bid.

- *Local preference.* When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within ten percent of the price submitted by the non-local business, then that non-local business and each of the aforementioned local businesses shall have the opportunity to submit, within five business days of the bid opening, a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business. If a tie occurs between two or more local businesses one of which is a local business domiciled in the city, the local business domiciled in the city shall prevail. If a tie occurs between two or more businesses domiciled in the city, then the city administrator or designee shall determine to whom the bid will be awarded.
- *Preference for disadvantaged business bidders.* Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, or at the discretion of the city administrator, when a responsive, responsible non-disadvantaged business submits the lowest price bid, and the bid submitted by one or more responsive, responsible disadvantaged business(es) is within ten percent of the price submitted by the nondisadvantaged business, then the ~~non~~-disadvantaged Business(es) shall have the opportunity to submit, within five business days of the bid opening, a best and final bid equal to or lower than the amount of the low bid previously submitted by the nondisadvantaged business.

Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a disadvantaged business and a non-disadvantaged business, contract award shall be made to the disadvantaged business. However, in the case of a tie in the best and final bid between a nonlocal disadvantaged business and a local business, contract award shall be made to the local business.

- *Application of preferences.* At the discretion of the city administrator, preferences may be additive and computed as a whole on the bid or proposal. For example, the city, pursuant to its purchasing authority, may grant a preference in the amount of ten percent of any bid or ten points of any proposal score to a local disadvantaged business. Preferences shall apply to bids or proposals for services, Request for Qualifications (RFQ) and any other methods. This includes professional services purchases for a project the basic construction cost of which is less than or equal to Three Hundred Twenty-Five Thousand Dollars (\$325,000) or for a planning or study activity when the fee for professional services is less than or equal to Thirty-Five Thousand Dollars (\$35,000).
- *Exemption of certain contracts.* This section does not apply to contracts awarded pursuant to co-operative purchasing plans and proposals that the city participates in with other governmental agencies, purchases of professional services for a project the basic construction of which exceeds \$325,000 or for a planning or study activity when the fee for professional services exceeds Thirty-five Thousand Dollars (\$35,000) made pursuant to the Competitive Consultants' Competitive Negotiation Act (F.S. § 287.055), emergency purchases, or purchases authorized by the city administrator due to insufficient time, nature of commodities or services or purchases subject to a waiver as provided in related subsection of the Code of Ordinances.

For further information, interested parties may e-mail or mail questions to the attention of the City Clerk at: agrant@cityofwestpark.org until **Wednesday, May 26, 2021**. Requests for information or questions must be submitted in writing.

Please be advised the City of West Park complies with the Broward County's Cone of Silence ordinance.

City Clerk
City of West Park, FL