

CITY OF WINTER GARDEN

**REQUEST FOR QUALIFICATIONS
(RFQ) # 08-01**

**CONTINUING CONTRACTS FOR
ENGINEERING SERVICES**

LEGAL ADVERTISEMENT

CITY OF WINTER GARDEN
REQUEST FOR QUALIFICATIONS "RFQ"
CONTINUING CONTRACTS FOR ENGINEERING SERVICES

The City of Winter Garden, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq. and the policies and procedures of the City of Winter Garden (City) is soliciting statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for planning and public works projects for studies, design, plans production, construction management, and other miscellaneous engineering and planning projects. **Includes 35 planned CIP projects where consulting fees are over \$50,000 or construction costs are over \$1 million.**

The City intends to award continuing contracts to no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. Firms selected by the City will provide engineering services to the City on an as needed basis, based upon task orders to be issued by the City under the continuing contracts. The contracts shall automatically be renewed annually unless terminated by the City in writing, for a maximum of five years from the date of the execution.

Qualification packages must be received no later than **4:00 p.m. (local time) on February 29, 2008.** Any qualification packages received after the above noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. Qualification packages submitted after this designated time will be returned unopened.

Firms or companies interested in providing the engineering services shall submit one (1) original and five (5) copies of their qualifications to the City of Winter Garden Reception desk by the submission deadline to the attention of:

G. Marshall Robertson
City of Winter Garden
RFQ 08-01
251 W. Plant Street
Winter Garden, FL 34787

No fax or electronic submissions will be accepted.

The City through written inquiries directed to Don Cochran, will receive questions regarding the RFQ. Deadline for receipt of written inquiries will be February 8, **2008**.

Pursuant to Section 287.133(2)(a), Florida Statutes, interested firms who have been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services, the value of which exceeds \$15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

Interested firms may secure a copy of the RFQ documents at City Hall, 251 W. Plant Street, Winter Garden, FL. RFQ documents are on line at [WWW. Wintergarden-fl.gov/](http://WWW.Wintergarden-fl.gov/) under Information regarding Bids, Contracts RFPs & RFQs.

CITY OF WINTER GARDEN
REQUEST FOR QUALIFICATIONS “RFQ”
CONTINUING ENGINEERING SERVICES

TYPICAL SCOPE OF SERVICES:

The City of Winter Garden, Florida, in conformance with the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the policies and procedures of the City of Winter Garden (City) is soliciting statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for various planning, utilities and public works studies, design, plans production, and construction management services.

The City intends to award continuing contracts to no fewer than three firms deemed to be the most highly qualified to perform the required services. Each continuing contract shall **automatically be renewed annually**, for up to a maximum of five (5) total years, unless otherwise terminated by either party, in writing, giving 30 days notice.

The scope of work to be performed under task orders issued under the continuing contracts may consist of, but will not necessarily be limited to: data collection, planning, utilities and engineering studies, design, preparation of construction plans and special provisions, and construction phase engineering services for rehabilitative or new construction. Typical assignments may include tasks such as the following:

Traffic Data Collection

Tasks for services under may include but are not limited to the following:

- 24-hour, 48-hour, and 7-day directional automatic traffic volume counts
- 24-hour and 48-hour directional classification counts
- Manual 2-hour, 4-hour, and 8-hour intersection turning movement count
- Origin-destination studies
- Travel time and delay studies
- Speed studies
- Roadway feature inventories

Planning Studies

Tasks for services under may include but are not limited to the following:

- Reuse water service studies and planning
- Wastewater collection master plan
- Capital improvements and infrastructure rehabilitation master planning
- Stormwater infrastructure planning & analysis
- Sidewalk need assessment & planning studies
- Miscellaneous engineering planning services

Design Services

Tasks for services under may include but are not limited to the following:

- Preliminary analysis and conceptual design of minor engineering projects
- Plans production services in the latest available version of Auto-CAD
- Minor Roadway and intersection design and preparation of plans and construction documents
- Minor Drainage infrastructure and pollution abatement design and preparation of plans and construction documents
- Replacement and/or upgrade of sanitary sewer lift stations and associated force mains
- Extension of sanitary sewer service to existing areas on septic tanks or developing areas
- Extension of reuse mains to retrofit existing developments
- Replacement of undersized or nonconforming material water mains
- Design and preparation of plans and documents for new walls and rehabilitation of existing walls
- Post-design services
- Construction monitoring and inspection services
- Miscellaneous engineering design services

Specific Tasks for Design and CEI

These projects could be over \$50,000 in consulting and or CEI costs or \$1 million in construction costs.

Bradford Park Environmental Trail/Boardwalk
Newton Park Renovations
Dillard Street School
Downtown Parking
Southside Community Park 9 (Tucker, Adams)
E. Crown Point Rd.
CR 545 South
Roper Road East
SR 50 Median Landscaping-Avalon Road to SR 429
Hartwood-Marsh Road
Avalon Road – SR 50 to Plant Street
Dillard Street – Plant Street north to Tilden Street
Dillard Street – Tilden Street north to Verna Street
Dillard Street – Verna Street north to Division Street
Plant St.-- Dillard St. to SR 429

Vineland Road – SR 50 to Palmetto Avenue
Beard Road
Story Road
Ninth Street
Lulu Creek

Reclaimed Water Storage – Location 2
Reclaimed Water Storage—South
Water Storage South
Carter Rd. & Story Rd. intersection improvements
Carter Rd. & SR50 intersection improvements Traffic and Roadway Master Plan
Water Distribution and Transmission Master Plan

Wastewater Collection Master Plan
Stormwater Collection Master Plan
Engineering Study for Covered Digesters, WWTP
Water Storage Capacity Evaluation
Power Efficiency Studies for the Water Treatment and Wastewater Treatment Plants
Alternative Water Supply Projects, Evaluation of Yankee Lake, SR 46/St Johns River and
Kissimmee Basin Project.
W. Plant Street, N. Park to Town of Oakland, Traffic Study, Design and Construction
management
Reclaimed Water System Improvements, Phase 3 – Conserve II connections, Phase 4
Northwest Service Area, Phase 5 South/Southwest Service Area, Phase 6 System Looping

Interested firms must be experienced in providing engineering services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County and City of Winter Garden codes, regulations and laws. Please include a copy of all applicable licenses held by firms or sub-consultants proposed to perform work.

SUBMISSION REQUIREMENTS

The interested and qualified firms shall submit a Statement of Qualifications describing their qualifications and experience in the type of work requested. Submissions shall be limited to a total of **thirty-five (35) 8.5” x 11” pages** (including resumes; but, excluding front and back covers, dividers, and a 2-page cover letter), single-sided, portrait orientation, 12-point font. The required submission material includes the following:

I. Firm’s Qualifications

- List of all firm’s employees, their qualifications, and their role for the City services.
- Firm’s and employee’s certifications and registration with regulatory agencies, professional organizations, etc.
- List of firm’s sub-consultants, their qualifications, and their role in this project.
- List of firm’s other current or recently completed similar services within the past two (2) years with other public or private agencies.
- List and quantity of firm’s (and firm’s sub-consultants’ if applicable) equipment including CADD Workstations, Traffic Counters, etc.
- List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.

II. Firm’s Office Location

- List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.

The City reserves the right to accept or reject any or all submittals that it may, in its sole discretion, deem unresponsive, or the waive technicalities which best serves the overall interests of the City.

Cost of preparation of a response to the RFQ is solely that of the consultant and the City assumes no responsibility for such cost incurred by the consultant.

Any request to withdraw a Qualification Package must be addressed in writing as above. Such requests must be received by the City prior to the deadline for submission.

Proof of Professional Liability Insurance

*Provide a current insurance certificate providing proof of Professional Liability Insurance.

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Winter Garden by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City:

Comprehensive General Liability Insurance: (The City of Winter Garden is to be named as an additional insured)	\$1,000,000.00
Professional Liability Insurance: (Design Errors and Omission)	\$1,000,000.00

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

- b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
Include Waiver of Subrogation in favor of the City of Winter Garden

- c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Winter Garden as an additional insured, and shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:

Automobile Bodily Injury Liability & Property Damage Liability

\$1,000,000 Combined single limit per occurrence (each person, each accident)
All covered automobile will be covered via symbol 1
Liability coverage will include hired & non-owned automobile liability
Include Waiver of Subrogation in favor of The City of Winter Garden

Comprehensive General Liability (Occurrence Form) – This policy should name the City of Winter Garden and additional insured and should indicate that the insurance of the Contractor is primary and not contributory over the insurance of the City of Winter Garden.

\$2,000,000 GENERAL AGGREGATE
\$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000 PER OCCURRENCE
\$1,000,000 PERSONAL & ADVERTISING INJURY
Include Waiver of Subrogation in favor of the City of Winter Garden

Subcontractor's Comprehensive General Liability, Automobile Liability and Workers' Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

Owner's Protective Liability Insurance: The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Winter Garden as the Named Insured.

Contractual Liability – Work Contract: The Contractor's insurance shall also include contractual liability coverage. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**

\$1,000,000 PER OCCURRENCE
\$2,000,000 AGGREGATE

Certificates of Insurance: Certificate of Insurance Form, naming the City of Winter Garden as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Buyer. This certificate shall be dated and show:

The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.

Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

SELECTION CRITERIA

Qualification Packages will be reviewed and evaluated by a Selection Committee and a short list of qualified firms may be invited to make a formal presentation. The Qualification Packages will be reviewed and evaluated in accordance with the following criteria and weighting factor:

- | | | |
|----|---|-----|
| 1. | Overall Experience of the Firm | 20% |
| 2. | Past Performance and Experience of the Firm | 20% |
| 3. | Past Performance and Experience with or in the City | 20% |
| 4. | Ability to Meet Time and Budget Requirements | 15% |
| 5. | Affect of legal action against the Firm | 15% |
| 6. | Location of the office and proximity to the City of Winter Garden | 5% |
| 7. | Project workloads of the Firm | 5% |

SELECTION PROCEDURES

A City selection committee will evaluate each respondent's qualifications and will short-list and recommend to the City Commission no fewer than three (3) firms (or more as determined by the City) to provide the requested services. The City Commission will select three (3) firms for contract negotiations. The City Commission's decision shall be final.

Three (3) firms will be selected for contract negotiations. The criteria for selection shall be based on the selection criteria above, including the firm's qualifications, service location, past performance, and reference check. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The City shall be the sole judge of the competency of Respondents.

All successful Respondents shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the City Commission for approval, and executed by both parties.

TASK ASSIGNMENT PROCEDURES

When the City determines that it needs to have services performed under these agreements, the applicable City Department will prepare and e-mail or fax a brief description of the required task and project schedule to the three (3) selected firms. Each request from the City Department shall include a specific project number and a financial account information number for funding. It shall be each Department's responsibility to verify funding source, amounts, and balances.

Within 48-hours of the receipt, each firm shall e-mail or fax (followed by mailing of the original) a lump sum proposal for requested work to the requesting City Department within 48 hours of the request. Each City Department will individually select the successful proposal and issue a purchase order to the selected firm for the work. The selection criteria will not necessarily be dependent on the lowest proposal amount only. Other factors such as meeting project schedule, firm's capability in the type of service requested, and past performance may also be considered. The City shall reserve the right in its sole discretion to award a task to a firm that submits other than the lowest proposal amount for performing the task.

COMPANY INFORMATION/SIGNATURE SHEET RFQ

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF WINTER GARDEN.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

AUTHORIZED SIGNATURE (manual)

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY ST ZIP

FEDERAL ID# _____
___ Individual ___ Corporation ___ Partnership ___ Other (Specify) _____

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public – State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public