

WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING

MONDAY, JUNE 24, 2019

6:30 PM

City Hall, John Fuller Auditorium

451 Third Street NW

Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
4. **PRESENTATIONS**

4.A. John G. Wood Resolution - Family Members of John G. Wood

Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com

[Resolution](#)

4.B. Skate Park Project Design-Build Contract

Staff Contact: Travis W. Edwards, Director of Parks, Recreation & Culture, tedwards@mywinterhaven.com

[Summary Skate Park Design Build Contract.doc](#)

[Design_Build_Contract__6_61719.doc](#)

[GMPA - Exhibit A.doc](#)

[RFQ-18-52 Re-Bid Design Build Services for Skate Park.pdf](#)

[Addendum #1.doc](#)

[Everett Whitehead & Son Proposal.pdf](#)

[Skate Park Design Phase Proposal.pdf](#)

[Amphitheatre Design Phase Proposal.pdf](#)

[MLK Park Improvement Areas Map.jpg](#)

[Skate Park Construction Estimate.pdf](#)

[Amphitheatre Construction Estimate.pdf](#)

4.C. Brief CIP Update - City Manager, Mike Herr & Assistant City Manager, T. Michael Stavres

Staff Contact: Brittany Overstreet, Senior Executive Assistant, boverstreet@mywinterhaven.com

5. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

6. **MINUTES**

6.A. June 5, 2019 Commission Agenda Review Session Minutes

Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com

[2019-06-05 DRAFT Agenda Review Session Minutes.pdf](#)

6.B. June 10, 2019 Regular City Commission Meeting Minutes

Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com

[2019-06-10 DRAFT Minutes Regular City Commission Meeting with Attachments.pdf](#)

7. COMMENTS FROM THE AUDIENCE

8. ORDINANCE(S) - SECOND READING - PUBLIC HEARING

9. CONSENT AGENDA

10. RESOLUTION(S)

10.A. Resolution R-19-18: Request by SDD Development, LLC to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Lake Smart Pointe Subdivision

Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com

[Summary Resolution R-19-18](#)
[Resolution R-19-18](#)

10.B. Resolution R-19-19: Request by KB Home Orlando, LLC, for final plat approval of Lake Lucerne Phases Two and Three subdivision plat

Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com

[Summary Resolution R-19-19](#)
[R-19 Lake Lucerne Phase 2.doc](#)

11. ORDINANCE(S) - FIRST READING

11.A. Ordinance O-19-25: Request by Winterset Realty, LLC and Aachener Services Company, LLC to amend the Future Land Use on four (4) parcels from Traditional Neighborhood Area Future Land Use to Commercial Future Land Use. General Location: 610 and 611 Avenue N, SE

Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com

[Summary Ordinance O-19-25](#)
[Ordinance O-19-25](#)
[MX Lot and Building Standards](#)

11.B. Ordinance O-19-26: Request by Winterset Realty, LLC and Aachener Services Company, LLC to rezone four (4) parcels from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. General Location: 610 and 611 Avenue N, SE.

Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com

[Summary Ordinance O-19-26](#)

[Ordinance O-19-26](#)

12. NEW BUSINESS

12.A. Assignment of an Architectural Feasibility Study and Conceptual Design Scope of Work for renovations at Winter Haven Recreational and Cultural Center to Straughn Trout Architects, LLC - City Manager

Staff Contact: Andy Palmer, Recreation Superintendent , apalmer@mywinterhaven.com

[Summary of WHRCC Architectural Planning Scope of Work.docx](#)
[Scope of Work - WHRCC.pdf](#)

13. CITY COMMISSIONERS/LIAISON REPORTS

14. CITY ATTORNEY REPORT

15. CITY MANAGER REPORT

16. ASSISTANT CITY MANAGER REPORT

17. CITY CLERK REPORT

18. DEVELOPMENTS OF NOTE

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

WINTER HAVEN
The Chain of Lakes City

Resolution

John G. Wood
1924-2019

Residential Builder/Developer and Aviator

WHEREAS, John G. Wood was born in Valley City, North Dakota on May 16, 1924. After spending his early childhood on the family farm, his family moved to Minneapolis, Minnesota where he attended public school. After graduating from high school in 1942, John entered the Navy as a cadet aviator. On March 3, 1943, John was commissioned an Ensign and received his Wings of Gold, becoming one of the Navy's youngest naval aviators. Later in 1943, while assigned to the aircraft carrier Intrepid, John was injured in a training accident and was transferred to the US Naval Hospital at Mare Island, California. On November 1, 1947, John retired from the Navy as a Lieutenant with 2,300 hours of flight time; and

✧

WHEREAS, after his naval service, John attended both the University of Minnesota and the University of Florida and graduated with a Bachelor of Science in Business Administration; and

✧

WHEREAS, in 1951, John moved to the Winter Haven area for a job at the Bartow Air Force Base where he was a civilian flight instructor, supervisor and squadron commander in the 3303 Primary Training Squadron Flying Training Air Force. John and his wife, Ella, started their family consisting of four sons, Craig, John Jr., Tom, and Paul; and

✧

WHEREAS, John built his first house in 1953 and since that time, John's building and development companies have had a significant impact on the Winter Haven area and, in particular, the growth of Southeast Winter Haven into a quality residential area. His vision, leadership, and commitment are reflected today throughout Southeast Winter Haven in such communities as Garden Grove, Cypresswood Golf and Country Club, Lakewood, Valencia Wood and Woodpointe; and

✧

WHEREAS, John contributed his time and financial resources to making the Winter Haven area a better place. He was a strong supporter of the Boy Scouts of America. As Troop 123 Chairman, he saw all of his sons achieve the rank of Eagle Scout. He was involved in the development of the Flaming Arrow Scout Reservation and contributed the funds, planned and constructed a new dining facility at Flaming Arrow named Wood Hall in 2001. The Boy Scouts awarded him the Silver Beaver, the highest recognition for a volunteer in Scouting; and

✧

WHEREAS, John and his late wife, Ella, were also involved in helping the Girls Club which is now called Girls, Inc. They were instrumental in the planning and construction of several Girls Club facilities. In 2007, John donated the funds, planned, and constructed the Ella Wood Memorial Pavilion at the Girls, Inc. facility in memory of his deceased wife; and

✧

WHEREAS, in 2007, John recognized the importance of the GiveWell Community Foundation by establishing a Facilities Maintenance Fund Endowment for three charities- Meals on Wheels, Girls, Inc., and Boy Scouts of America. John believed that giving back to the community is an important part of establishing a strong community spirit in Winter Haven; and

WHEREAS, John had a life-long love of aviation. He enjoyed sharing his aviation experience and was a leader in organizing reunions of flight instructors and students who were part of Bartow Air Force Base. He helped establish the Bartow Air Force Base historical museum that is located in the municipal terminal building at Bartow Airport. On December 7, 2013, John was awarded the Wright Brothers Master Pilot Award by the Federal Aviation Administration. This award is the most prestigious award the FAA issues to pilots; and

✧

WHEREAS, John is survived by his beloved fiancée, Tammy Barden; the families of his 4 sons including 6 grandchildren and 11 great grandchildren; and

✧

WHEREAS, John Gregg Wood, 95, passed away peacefully at home on May 17, 2019, and a Celebration of Life Memorial Service was held Wednesday, May 22, 2019, at 5:30 pm at Heartland Church, 225 Avenue B NW, in Winter Haven.

✧

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Winter Haven, the Winter Haven City Commission extends deepest condolences to the family of John G. Wood, and heartfelt thanks for sharing him with our community. May these words of comfort be kept with the Wood family and we recommend a copy of this Resolution be kept in the official records of the City of Winter Haven.

✧

IN WITNESS WHEREOF, we have hereunto set our hands and caused the official Seal of the City of Winter Haven, Florida, to be affixed this 24th day of June 2019.

Bradley T. Dantzler, Mayor

Nathaniel J. Birdsong, Jr., Mayor Pro Tem

Peter M. Chichetto, City Commissioner

William J. Twyford, City Commissioner

James H. "JP" Powell, City Commissioner

Attest:

Vanessa Castillo, MMC, City Clerk

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 24, 2019

DATE: June 17, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: Travis W. Edwards, Parks, Recreation & Culture Department Director

SUBJECT: Design-Build Contract with Everett Whitehead & Son, Inc. (Winter Haven, FL) for Winter Haven Skate Park and other related improvements to Dr. Martin Luther King Park.

BACKGROUND:

The City Commission has identified the construction and establishment of a Skate Park and associated improvements in the adjacent MLK Park as priorities which will enhance the recreational amenities for all residents, citizens and users. As part of that effort, on November 19, 2018 the City issued RFQ-18-52, seeking submittals from qualified Design-Build firms interested in providing design and construction services for a Skate Park, parking facilities, and hardscape/landscape areas associated therewith ("Skate Park Project") to be constructed within the MLK Park Area. On January 3, 2019 the City received four responses to the RFQ. On January 29, 2019 the City's Professional Services Selection Committee met and in accordance with the Consultants' Competitive Negotiation Act, §287.055, Florida Statutes (2009), reviewed and ranked the responding firms' submittals. The Committee ranked Everett Whitehead & Son, Inc. (Winter Haven, Florida) as the most qualified firm for the project and forwarded this recommendation to the City.

On March 25, 2019 the City Commission officially awarded RFQ-18-52 to Everett Whitehead & Son, Inc., and directed the City Manager to begin contract negotiations with the firm. Staff has worked with Whitehead and the City Attorney's office to create the Design-Build Contract for the Skate Park Project. The general area where the construction of the Skate Park Project improvements will be is specified on the attached MLK Park Improvement Areas Map as Area "A" and Area "B".

The Contract Terms are summarized below:

- Whitehead will perform all tasks necessary to Design and Construct the Skate Park Project within Area "A" and Area "B" on the attached MLK Park Improvement Areas Map.
- The "Work" shall be that work required of Whitehead to design, construct and deliver the Skate Park Project. The City and Whitehead agree to "phase" this Contract into

two separate portions of the Work:

- The “*Design Phase*” wherein Whitehead will perform architectural and engineering services to deliver to the City its design for the Skate Park Project and all related materials, including, but not limited to, design documents, concept drawings, plans, materials documents and specifications. The Design Phase shall be completed within 225 calendar days from the “Notice to Proceed With Design Work”
- The “*Construction Phase*” wherein Whitehead will perform construction services to physically construct and deliver the Skate Park Project. Construction window is expected to be 185 calendar days or less from “Notice to Proceed with Construction”.
- Whitehead shall provide all Design Work as more specifically set forth in the Contract for the total not to exceed price sum of \$111,195.00.
- This is a guaranteed not-to-exceed pricing contract. The City has allocated an amount not to exceed \$1,345,054.00 for the performance and completion of the Design and Construction Work and the delivery of the Skate Park Project to the City. Whitehead shall deliver the Skate Park Project ready and suitable for occupation and its intended uses by the City for an amount not to exceed a figure to be known as the “Guaranteed Maximum Price” (GMP) which will be the amount to be charged by Whitehead and paid by the City for the completion of the Design and Construction Work, but in no event shall the City be required to agree to a GMP that exceeds \$1,345,054.00. The Construction Work is summarized as follows:
 - Construction of an approximate 16,000 square foot Skate Park as more specifically set forth in RFQ-18-52
 - Demolition of the existing concrete seating area in the existing Amphitheater area adjacent to the Skate Park
 - Re-establishment of a terraced berm seating area in its place
 - Removal of vertical walls and roof structure
 - Installation of railing along stage area in the existing Amphitheater area
 - Installation of a shade covering over the stage area
 - Entrance drive and parking area adjacent to the Skate Park
 - Improved ADA connections to parking for the Skate Park area.
- The City and Whitehead shall have up to 30 days after the approval of 60% of the Design Phase Work within which to agree to and establish the GMP of this contract in a document to be entitled “Guaranteed Maximum Price Amendment”. Whitehead warrants to the City that once the GMP is established such Price shall be the maximum amount payable for the performance of the Construction Work.
- If the City and Whitehead are unable to agree to the GMP, either the City or Whitehead may, upon notice to the other, terminate this Contract in which case Whitehead shall complete all pending Design Work as directed by the City and be paid for all Design Work that is completed and the City shall be released from any further liability to Whitehead under the Contract.
- Whitehead shall obtain and pay for all required permits for the construction of the Project from all government agencies with jurisdiction over the project

The remaining planned and funded improvements to MLK Park to include a new restroom/observation building, interior sidewalk to better accommodate ADA needs, and removal of the existing gazebo will be competitively bid out separately. The area is

specified on the attached MLK Park Improvement Areas Map as Area “C”.

FINANCIAL IMPACT:

Funding in the amount of \$880,000 (\$630,000 from two (2) years of Downtown CRA allocations and \$250,000.00 in interest earnings from the 2015 Construction Fund) for the Skate Park portion of the Skate Park Project is budgeted within the 2015 Construction Fund.

Funding in the amount of \$213,585 from available Community Development Block Grant (CDBG) Funds along with \$251,469 from the 2015 Construction Fund for MLK Park capital improvements will be allocated for the remaining design and improvements for the Skate Park Project. This will leave \$941,531 (\$193,000 Downtown CRA and \$748,531 2015 Construction Fund) available for the renovation of the remainder of MLK Park to include restroom and ADA accessibility.

RECOMMENDATION:

Staff recommends the City Commission approve the Design-Build Contract between the City and Everett Whitehead & Son, Inc. (Winter Haven, FL), and authorize the City Manager to sign all documents related to the Skate Park Project.

ATTACHMENTS:

Design-Build Contract between the City of Winter Haven and Everett Whitehead & Son, Inc. with Exhibit A
RFQ-18-52 Re-Bid Design Build Services for Skate Park
Addendum #1
Everett Whitehead & Son Proposal
Skate Park Design Phase Proposal
Amphitheater Design Phase Proposal
MLK Park Improvement Areas Map
Skate Park Construction Estimate
Amphitheatre Construction Estimate

Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

This “**Design-Build Contract**” (hereafter “Contract” or “Agreement”) between the **City of Winter Haven**, a Florida municipal corporation (hereafter “City” or “Owner”) and **Everett Whitehead & Son, Inc.**, a Florida corporation (hereafter “Whitehead” or “Design-Builder”) is made and entered into this ____ day of June, 2019.

W I T N E S S E T H:

WHEREAS, on November 19, 2018, the City issued a “request for qualifications” (RFQ-18-52) seeking applications from qualified Design-Build firms interested in providing design and construction services for the City’s “Winter Haven Design Build Services for Skate Park, parking facilities, and hardscape/landscape areas associated therewith”(hereafter “Skate Park Project”) to be constructed within and adjacent to the City’s MLK Park Area; and

WHEREAS, on January 3, 2019, the City received four (4) responses to RFQ-18-52 which were opened by the City’s Purchasing Director; and

WHEREAS, on January 29, 2019 the City’s “Selection Committee” met and, in accordance with the Consultants’ Competitive Negotiation Act, §287.055, Florida Statutes (2009)(“CCNA”), reviewed all of the responding firms’ submittals, and then ranked all four (4) firms in order of preference after evaluating all four (4) firms’ statements of qualifications and performance data on file; and

WHEREAS, the Selection Committee ranked Everett Whitehead & Son, Inc. as the number one (1) firm (of the four (4) firms submitting responses) as the preferred qualified firm to provide the City with Design Build services for the Skate Park Project; and

WHEREAS, this Agreement is the embodiment of the City and Design-Builder’s negotiations pursuant to the CCNA; and

WHEREAS, Design-Builder agrees to design, construct and otherwise furnish the complete Skate Park Project to the City in exchange for a set sum to be known and defined herein as the “Design Price” plus a separate set sum to be known as the “Guaranteed Maximum Price”;

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Everett Whitehead & Son, Inc., as follows:

ARTICLE 1
GENERAL PROVISIONS

§1.1 – Incorporation of Recitals. The foregoing recitals are incorporated herein by the parties as true and correct statements forming the factual basis for entry into this Agreement between Owner and Design-Builder.

§1.2 – General Definitions & Interpretation of Contract Documents. Words utilized in the Contract Documents shall have their everyday meaning, provided however, that where one of the following listed terms is utilized in the Contract Documents, such term shall have its corresponding meaning:

“Applicable Laws” means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to the Skate Park Project or to the performance of the Services or the Work.

“Change Order” means a written order to Design-Builder executed by the Owner and the Design-Builder in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Design-Builder, or to the time for performance of the contract and completion of the Skate Park Project, or any combination thereof.

“Completion of Design Phase Requirements” means the completion of all Work required by, and in compliance with, the Contract Documents for the Design Phase of the Skate Park Project including final drafts of plans, specifications, technical specifications, drawings, and any other Design document necessary to obtain approval from governmental authorities to proceed with construction of the Skate Park Project.

“Construction Phase” means the phase of the Skate Park Project commencing upon completion of the Design Phase and ending upon Owner's Representative's execution of the Certificate of Final Completion of the Skate Park Project.

“Construction Phase Services” means Services rendered during the Construction Phase of the Skate Park Project.

“Construction Work” means the labor and materials furnished by the Design-Builder or Subcontractors for the Construction Phase of this Skate Park Project as more specifically set forth in Article 5 of this Agreement.

“Contract Times” means the inclusive set of date deadlines for reaching identified construction targets such as Substantial Completion and Final Completion.

“Day(s)” means calendar day unless specifically stated otherwise.

“Design-Builder” means Everett Whitehead & Son, Inc., a Florida corporation.

“Design Phase” means the phase of the Skate Park Project commencing upon execution

of this agreement and issuance of a “Notice to Proceed with Design Work” by the Owner and ending upon issuance of a “Notice to Proceed with Construction Work” by the Owner.

“*Design Phase Services*” means Services rendered during the Design Phase of the Skate Park Project.

“*Design Work*” or “*Design Phase Work*” means the labor, materials, services, furnished by the Design-Builder or Subcontractors for the Design Phase of the Skate Park Project.

“*Design Price*” means the Design-Builder’s guaranteed not-to-exceed price to design the Skate Park Project and perform Design-Phase Services.

“*Documents Binder*” means the official binder kept by the City containing all of the Contract Documents, the required forms to be filled out by or utilized by the Design-Builder in accordance with the Contract Documents, and the official copy of the City-approved plans specifications and other design documents for the Skate Park Project.

“*Final Completion*” means the completion of all Work required by, and in compliance with, the Contract Documents, including start-up, testing, obtaining regulatory approvals from all applicable authorities, completion of all punch lists, and all preparations necessary to operate and maintain the Skate Park Project.

“*Other Contractors*” means any contractor, but not including Design-Builder or the Subcontractors, with whom Owner enters into a direct contract for the performance of any portion of the Work.

“*Owner*” means the City of Winter Haven, a Florida municipal corporation.

“*Owner's Representative*” means the individual named in writing by Owner to act on Owner's behalf in the administration of this contract. Owner's Representative does not have authority to waive or modify any condition or term of the Contract Documents.

“*Preliminary Design*” means all design documents constituting the Preliminary Design as required and defined in Owner's contract with design professionals.

“*Progress Payment(s)*” means the periodic payments to be made to Design Builder under this Contract for Design Work and Construction Work, as applicable.

“*Skate Park Project*” means the work as defined herein and as modified by the Contract Documents, to include any City-approved specifications created by Design-Builder for use in the construction of the contracted-for improvements.

“*Services*” means those services, functions, roles, responsibilities, obligations and duties required of Design-Builder pursuant to the terms of the Contract Documents.

“*Site*” means the physical location of the Skate Park Project, the Superintendent’s office,

and materials storage areas.

“*Subcontracts*” means the contracts between Design-Builder and any Subcontractor.

“*Subcontract Costs*” means those sums properly paid or due and payable by Design-Builder under the terms of the Subcontracts.

“*Subcontractors*” means all persons, firms or corporations furnishing labor or materials in privity with or under the supervision of the Design-Builder.

“*Substantial Completion*” means that stage of completion of the Skate Park Project, including testing, approval by any applicable regulatory authority, and receipt of the final certificate of occupancy, such that the Work and the Skate Park Project are usable by Owner for the purpose for which they are intended.

“*Substantial Completion of A/E Work*” means that stage of completion of the Skate Park Project where architectural and engineering work is sufficiently complete such that the Design Work is usable by Owner for the purpose for which it was intended.

“*Superintendent*” means the executive representative of the Design-Builder who shall be present on the site at all times during progress of the work and shall be authorized to receive and fulfill instructions from the Owner, and capable of properly supervising the work. However, all Change Orders reflecting a change in Guaranteed Maximum Price and/or time shall only be approved by Design-Builder’s Skate Park Project Manager, it being understood that the Superintendent shall not have authority to approve changes.

“*Surety*” means the person, firm, or corporation bound by the contract with and for the Design-Builder and responsible for the Design-Builder’s acceptable performance of the work and for payment of all debts pertaining thereto.

“*Value Engineering*” means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety. “*Life Cycle Cost*” means the sum of all costs of the Skate Park Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

§1.3 – Contract Documents. The “Contract Documents,” such documents together as a whole comprising the entire agreement of the parties (collectively referred to as the “Contract”), shall be the following:

- (a) RFQ-18-52, and all attachments attached hereto as Exhibit “A” and incorporated by reference ;
- (b) This Contract;

- (c) The Design-Builder's Design Phase Proposal and RFQ-18-52 Qualifications Proposal to the Owner, attached hereto as Exhibit "B" and incorporated herein by reference;
- (d) Required Certificates of Insurance and Endorsements pursuant to the terms of this Agreement;
- (e) Required Performance and Payment Bonds;
- (f) Addenda, Modifications, Change Orders and Field Orders as issued to the Design-Builder by the Owner and agreed to by Design-Builder;
- (g) Plans, specifications, and other design documents prepared by Design-Builder to perform and complete the Construction Work for an amount not exceeding the Guaranteed Maximum Price as provided in Section 5.1 and approved by the City;
- (h) All affidavits and forms included in the Skate Park Project's Documents Binder;
- (i) Further amendments to the Contract as prepared in writing, signed by both the City and the Design-Builder; and
- (j) The "Guaranteed Maximum Price" as set forth in Article 5 of this Contract.

The Contract Documents are complimentary as to the design and construction of the Skate Park Project; what is called for by one is called for by all. If during the performance of the Work, Design-Builder or any member of Design-Builder or any subcontractor finds a conflict, error or discrepancy in the Contract Documents, Design-Builder shall report the discrepancy to the City in writing at once before proceeding with the Work affected thereby. The City, upon receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Design-Builder. Until such instructions are given, any work done by the Design-Builder after the discovery of such conflict, error, or discrepancy, which is directly or indirectly affected by such conflict, error or discrepancy, will be at its own risk and it shall bear all costs arising therefrom. In resolving conflicts, errors or discrepancies, the City's instructions to the Design-Builder shall be the final interpretation of the requirements of the Contract Documents.

§1.4 – Successors and Assigns. Design-Builder shall not assign its rights under the Contract Documents, excepting its right to payment, nor shall it delegate any of its duties under the Contract Documents without Owner's written consent. Owner shall have the right to assign its rights under this contract, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Design-Builder, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this contract and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this contract.

§1.5 – Governing Law; Venue; Attorneys' Fees. This Contract shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in

the state courts in and for Polk County, Florida. The prevailing party in any litigation arising hereunder shall be entitled to recover its reasonable attorneys' fees, costs and expenses of suit, trial and appellate.

§1.6 – Limitation on Municipal Indemnity. To the extent that any of the Contract Documents call for Owner to indemnify Design-Builder, or any party, or to the extent that any transaction made in the course of construction of the Skate Park Project requires the Owner to indemnify any third-party, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

“provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Owner under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of the Agreement between Owner and Design-Builder dated May, 2019.”

The addition of this language pursuant to this Agreement shall not be construed to create Owner indemnifications where none are expressly made in the terms and conditions of the Contract Documents, nor shall it create indemnifications where none are expressly made in the terms and conditions of any transaction made in the course of construction of the Skate Park Project, whether implied or otherwise. Provided however that such language is not intended to exclude and does not exclude any liability in contract that the Owner may have to Design-Builder under this Agreement.

§1.7 – Severability. Should a court or other competent authority render invalid any provision of this Agreement, the parties agree that this shall not in any manner affect the enforceability of the other provisions herein.

§1.8 – Neutral Interpretation. Any controversy over the construction of this Contract shall be decided neutrally and without regard to events of authorship or negotiation.

§1.9 – Section Headings. Any section or paragraph headings appearing in this Contract have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

§1.10 – Compliance with Applicable Laws Including But Not Limited To Public Records Laws.

(a) The Design-Builder agrees to comply with all federal, state, and local laws or ordinances applicable to all of the provisions of the Contract (including, but not limited to, building codes, fire and safety regulations, and environmental regulations) and specifically acknowledges the applicability of the Public Records provisions of Florida law found in Chapter 119, Florida Statutes and as more specifically set forth in this Paragraph below. The Design-Builder represents and warrants unto the Owner that no elected official, officer, employee, or

agent of the Owner has any interest, either directly or indirectly, in the business of the Design-Builder to be conducted hereunder. The Design-Builder further represents and warrants to the Owner that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder, to solicit or secure this Contract, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Design-Builder, in consideration for or contingent upon, or resulting from the award or making of this Contract. Further, the Design-Builder also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Contract. It is absolutely understood and agreed by the Design-Builder that, for the breach or violation of this Paragraph, the Owner shall have the right to terminate this Contract without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the Design-Builder. The Design-Builder shall also require, by contract, that all subcontractors shall comply with the provisions of this Paragraph.

(b) Public Records. Design-Builder agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Design-Builder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design-Builder or keep and maintain public records required by the public agency to perform the service. If the Design-Builder transfers all public records to the public agency upon completion of the contract, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the contract, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT JOY COCHRAN, DEPUTY CITY CLERK, THE CUSTODIAN OF PUBLIC RECORDS AT WINTER

HAVEN-863-291-5600, EXT. 232, JCochran@mywinterhaven.com, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

If the Design-Builder does not comply with a public records request, Owner shall enforce the contract provisions which may include immediate termination of contract.

§1.11 – Notices. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified mail with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

To Owner: City of Winter Haven
Attention: Travis Edwards, CPRP, CPM,
Parks, Recreation & Culture Department Director
201 Cypress Gardens Boulevard, S.W.
Winter Haven, FL 33880

With a copy to: Frederick J. Murphy, Jr., Esquire
(*which shall not* City Attorney
constitute notice) Boswell & Dunlap LLP
245 South Central Avenue
Bartow, FL 33830

To Design-Builder: E. Ryan Whitehead
President
Everett Whitehead & Son, Inc.
601 6th Street, S.W.
Winter Haven, FL 33880

With a copy to: Matthew D. Alexander, Esquire
(*which shall not* Peterson & Myers, P.A.
constitute notice) 199 Ave B NW, Suite 200
Winter Haven, FL 33881

§1.12 – No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with, or any rights in favor of, any third party, including any Subcontractor.

§1.13 – Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of the Contract and the Contract Documents.

§1.14 – Use of Term “Including”. The terms “including”, “includes”, and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase “without limitation.”

§1.15 – Waiver. No waiver by Owner of any one or more defaults by Design-Builder in the performance of the provisions of this Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature. No waiver by Design-Builder of any one or more defaults by Owner in the performance of the provisions of this Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

§1.16 – Mediation of Disputes. In the event a dispute arises between the parties to the Contract as to any of the provisions of the Contract Documents, the performance due under the Contract Documents, or the Contract as a whole, the parties agree that upon the written request of either party, they will attempt to resolve the dispute through non-binding mediation. Each party agrees to participate in the mediation as soon as possible after a request is made and to participate in good faith. The parties further agree that the mediation will be conducted by a Mediator certified by the Supreme Court of Florida and shall be held in Polk County, Florida. The mediator will be chosen by the Owner and Design-Builder and the parties participating in the mediation will share the Mediator’s fee equally.

§1.17 – Merger. The Contract between the Owner and Design-Builder, evidenced by the Contract Documents as a complete set (to include this Agreement), represents the entire agreement between Owner and Design-Builder and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to properly issued Change Orders, the Contract may be amended only by written instrument signed by both Owner and Design-Builder and approved by the Owner’s governing body.

§1.18 – Document Ownership; Reuse by Owner/City. Neither Design-Builder, nor any subcontractor, manufacturer, fabricator, supplier, distributor, or other person or organization (other than the Owner) shall have or acquire any title to or ownership rights in any of the drawings, specifications, plans, other design documents or other documents (or copies of any thereof) prepared by or bearing the seal of the Design-Builder to design the Skate Park Project; and they shall not be reused on extensions of the Skate Park Project or any other project, nor shall they be generally published without the written consent of the Owner. All drawings, specifications and other documents prepared in conjunction with the Work/Skate Park Project shall be considered a “work made for hire” and as such, the sole property of the Owner and the Owner may reuse them at no additional expense, provided however that the Design-Builder shall not be liable for the City’s reuse of any such documents on a project other than that for which such documents were prepared.

§1.19 – Independent Contractor. Design-Builder shall perform all work under the Contract as an Independent Contractor and shall not be considered an agent of the City, nor shall

any of Design-Builder's subcontractors or suppliers or employees be considered agents of the City. Design-Builder and not City shall be solely responsible to any and all subcontractors and suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing any of the work required by this Contract.

§1.20 – Owner's Reserved Right to Dispute Invoice, Work to Proceed. Owner may, within ten days of its receipt of an invoice, reasonably and in good faith dispute the amount of the invoice, and withhold payment on such disputed amount. Should Owner exercise this right, work and/or services shall proceed in the normal course without regard to payment or non-payment of the disputed portions of the invoice, *provided however*, that Owner shall remit the non-disputed portions of the invoice to Design-Builder.

§1.21 – Limitations on Owner's Responsibilities. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used or the adjectives "reasonable", "suitable", "acceptable", "proper", "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of Owner as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for Design-Builder's means, methods, techniques, sequences, procedures of construction, or for Design-Builder's acts or omissions, including the acts or omissions of any of Design Builder's subcontractors or suppliers.

ARTICLE 2 **THE WORK**

§2.1 – The Work; Phased Contract. The "Work" shall be that work required of Design-Builder to design, construct and deliver the Skate Park Project. Owner and Design-Builder agree to "phase" this Contract into two separate portions of the Work:

The "*Design Phase*" wherein the Design-Builder will perform architectural and engineering services to deliver to the Owner its design for the Skate Park Project and all related materials, including, but not limited to, design documents, concept drawings, plans, materials documents and specifications; and

The "*Construction Phase*" wherein the Design-Builder will perform construction services to physically construct and deliver the Skate Park Project.

All Work for both the Design Phase and the Construction Phase shall be delivered as more particularly set forth in this Agreement and for a Guaranteed Maximum Price, in an amount as more specifically set forth in Paragraph 3.6 and Article 5 of this Agreement, plus any change orders issued in accordance with the terms of this Agreement and less any Owner credits as described herein.

§2.2 – Design Phase. Subject to, and in accordance with the terms and provisions of the Contract Documents, during the Design Phase of the Skate Park Project the Design-Builder agrees to:

- (a) Design the Skate Park Project, including drafting all plans, renderings, specifications, technical specifications (“01” documents) and other design documents necessary for the timely construction of the Skate Park Project in accordance with the Contract Documents;
- (b) Develop a timetable for construction of the Skate Park Project, in consultation with the Owner;
- (c) Perform Architectural and Engineering phase services for the Owner to include structure design, civil engineering, landscape design and MEP site design;
- (d) Deliver six (6) paper sets and one (1) electronic set (in a general computer-readable format on compact disc) of completed Owner approved design documents, to include plans, specifications, and other design documents necessary for the issuance of appropriate building permits;
- (e) Develop, in conjunction with the Owner, a “Guaranteed Maximum Price” for construction and completion of the Skate Park Project which shall be the amount to which both the Owner and Design-Builder agree is necessary to construct and deliver the Skate Park Project to the Owner (such Skate Park Project being satisfactory in nature to the Owner and all governmental authorities having jurisdiction thereof), and as more specifically set forth in Paragraph 5.1 of this Agreement, exclusive of the Design Price in Paragraph 3.6 of this Agreement;

(all of which are the “Design Phase Requirements”).

§2.3 – Construction Phase. Subject to, and in accordance with the terms and provisions of the Contract Documents, during the Construction Phase of the Skate Park Project, for a Guaranteed Maximum Price, exclusive of the Design Price, the Design-Builder agrees to:

- (a) Timely construct the Skate Park Project for not more than the Guaranteed Maximum Price in accordance with the Contract Documents, the plans, specifications and technical specifications;
- (b) Promptly begin constructing the Skate Park Project after issuance of the “Notice to Proceed with Construction” by the Owner;
- (c) Adhere to a developed and approved Construction Timetable for the Skate Park Project;
- (d) Pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by the Contract Documents in the construction of the Skate Park

Project;

- (e) Obtain and pay for all required permits for the construction of the Skate Park Project from all government agencies with jurisdiction over the Skate Park Project, including, but not limited to, the Florida Department of Transportation, the Southwest Florida Water Management District, Polk County Health Department, and the Florida Department of Environmental Protection;
- (f) Perform Services at a level consistent with the standards and quality prevailing among construction management, design-build and general contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity;
- (g) Carry out and complete Services in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of Owner, and in accordance with the Contract Documents;
- (h) Achieve Substantial Completion of the Skate Park Project on or before the date set for Substantial Completion in the Guaranteed Maximum Price provisions of this Agreement;
- (i) Achieve Final Completion of the Skate Park Project on or before the date set for Final Completion in the Guaranteed Maximum Price provisions of this Agreement; and
- (j) Deliver to the Owner two complete sets of as-built drawings of the Skate Park Project upon final acceptance of the Skate Park Project by the Owner.

(all of which are the “Construction Phase Requirements”).

§2.4 – Contiguous Work. Design-Builder shall review and take into consideration all known contiguous work to be performed by other parties arising from any causes whatsoever. The Owner shall not consider any delays in the Work caused by said known contiguous work.

§2.5 – Duty to Correct. Design-Builder shall promptly correct any errors, omissions, deficiencies, or conflicts in its Services and the Work at its own cost and without additional compensation or reimbursement, and Design-Builder shall not be compensated or reimbursed for performing any Services necessitated by its failure to perform in accordance with the Contract Documents.

§2.6 – Design-Builder to Provide / Procure Necessary Items. Design-Builder agrees to provide all the professional design services, labor, material, supplies, equipment, transportation, apparatus, light, utilities, scaffolding, and tools necessary for the proper construction and completion of the Skate Park Project.

§2.7 – Assurances and Representations.

(a) The Design-Builder hereby represents and warrants to the Owner that it is skilled and experienced in the construction of projects of the type depicted in the Contract Documents and that the Design-Builder, by careful examination has satisfied itself as to the general area in which the improvements comprising the Skate Park Project are to be located, including, but not by way of limitation, climate conditions, soil conditions, available labor supply and cost, all local governmental requirements and available equipment supply and cost as well as other items which in the Design-Builder's judgment could in any manner affect the timely performance of the Work.

(b) Design-Builder recognizes the relationship of trust and confidence established between it and the Owner by the Contract Documents. It covenants with the Owner to furnish its best skill and judgment, to cooperate with the Owner to incorporate in the Work only materials which shall be new and of the best kind of grades to be specified to insure that all workmanship shall be to the best of the recognized standards known to the various trades, to furnish efficient business administration and supervision, to keep at all times an adequate supply of workers and materials at the site and to prosecute the completion of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

(c) It shall be Design-Builder's sole responsibility to evaluate any and all topographical surveys, soil tests, drainage plans and any other engineering reports, plans or tests required to ensure that sufficient information is available for the completion of the Work. Any additional work, regardless of the nature and scope, required as a result of said surveys, tests, reports or plans in order to complete the Work shall be performed at Design-Builder's expense.

(d) Before ordering any material or doing any work, the Design-Builder shall verify all measurements at the existing site and insure the correctness of the same. No additional compensation shall be allowed or paid on account of any difference between actual dimensions and measurements indicated in the Contract Documents, plans, specifications and other design documents. Any differences found shall be submitted to the Owner for instructions before proceeding with the Work.

ARTICLE 3 **DESIGN PHASE PARTICULARS**

§3.1 – Design to be Complimentary. Design-Builder shall ensure that any plans, specifications, or other design documents created by it or any subcontractor, shall be complimentary to the Contract Documents. If during the performance of the Work, Design-Builder or any member of Design-Builder or any subcontractor finds a conflict, error or discrepancy between the plans, specifications, or other design documents, and the Contract Documents, Design-Builder shall report the discrepancy to the City in writing at once before proceeding with the Work affected thereby. The City, upon receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Design-Builder. Until such instructions are given, any work done by the Design-Builder after the discovery of such conflict, error, or discrepancy, which is directly or indirectly affected by such conflict, error or

discrepancy, will be at its own risk and it shall bear all costs arising therefrom. In resolving conflicts, errors or discrepancies, the City's instructions to the Design-Builder shall be the final interpretation of the requirements of the Contract Documents.

§3.2 – Documents to be Approved by City. Design-Builder shall timely submit to the City, for review and approval, schematic design documents including, but not limited to, site plans, floor plans, elevations, sections and outline specifications which are based on and comply with the Contract Documents and Design Criteria Package, which is a part of RFQ 18-52. Design-Builder shall timely submit to the City, for review and approval, design development documents including, but not limited to, site plans, floor plans, elevations, enlarged floor plans, miscellaneous details and updated outline specifications which are based on and comply with the Contract Documents, Design Criteria Package and the City-approved schematic design documents. Design-Builder shall timely submit to City, for review and approval, final plans and specifications which shall be based on and in compliance with the Contract Documents, Design Criteria Package, and the City-approved design development documents.

§3.3 – Design-Builder to Remain Liable for Design. Design-Builder shall remain fully liable to City for the adequacy of the plans and specifications and other documents, the ultimate and acceptable design and construction of the Skate Park Project, and for any errors and omissions that may exist thereon, whether the work is done in house by Design-Builder, by joint venture, or by retention of a design professional by the Design-Builder.

§3.5 – Commencement of Design Phase Work; Substantial Completion of A/E Work and Completion of Design-Phase Requirements Dates; Liquidated Damages.

(a) *Commencement of Design Phase work.* Work shall commence on the Design Phase Requirements within three (3) calendar days of the ***date of issuance*** of a "Notice to Proceed With Design Work" by Owner.

(b) *Substantial Completion of A/E work.* Substantial Completion of the Architectural and Engineering work identified in the Design Phase Requirements shall be achieved not later than two hundred ten (210) consecutive calendar days from the ***date of issuance*** of the "Notice to Proceed With Design Work" by Owner.

(c) *Completion of Design Phase Requirements.* Completion of the Design Phase Requirements shall be achieved not later than fifteen (15) consecutive calendar days from the ***date of Substantial Completion of A/E Work***.

(d) *Time of the Essence.* Time is of the essence of this Contract.

(e) *Extensions of Substantial Completion of A/E Work and Completion of Design—Phase Requirements Dates.* Extensions of time for Design-Builder to achieve Substantial Completion of A/E Work and Completion of Design Phase Requirements shall be equitably awarded by Owner-issued Change Order if an unexpected delay in achieving Substantial Completion and Completion is attributable to a party other than the Design-Builder.

(f) *Liquidated Damages.* Owner and Design-Builder, recognizing that time is of the essence of this Contract, agree that Owner will suffer financial loss if the Design Phase Requirements are not completed within the time frames specified in this Article, plus any extensions thereof. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by Owner if the Design Phase Requirements are not completed timely. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay Owner the sum of Two Hundred Fifty Dollars and no cents (\$250.00) for each day that expires after the time specified for Substantial Completion of A/E Work has expired. Further, Design-Builder shall pay Owner the sum of Two Hundred Fifty Dollars and no cents (\$250.00) for each day that expires after the time specified for Completion of Design Phase Requirements has expired. Owner may retain liquidated damages owed to Owner by Design-Builder under this provision from Design-Builder's compensation.

§3.6 – Design Price; Progress Payments.

(a) *Design Price;* The Owner shall pay the Design-Builder in current funds for the Design Work the total not to exceed sum of One Hundred Eleven Thousand One Hundred Ninety Five Dollars and no cents (\$111,195.00) (the "Design Price") for the performance of the Design Phase Requirements. Monthly Progress Payment installments of the lump-sum Design Price, if applicable, shall be based on the percent completion of the overall Design Phase Requirements in accordance with the approved Design Phase Schedule of Values created pursuant to subsection (b) of this section.

(b) *Design Phase Schedule of Values.* In order to determine the percent completion of the overall Design Phase Requirements, the Design-Builder, within seven (7) days of entry into this Agreement, shall submit to the Owner for approval a proposed CSI-Formatted Design Phase Schedule of Values detailing the expected completion dates for the Design Phase Requirements. Once approved by Owner, the Design Phase Schedule of Values shall be incorporated in and made part of this Agreement and such Schedule shall control the timing of and amount of the Progress Payment to be made to the Design-Builder. Owner shall have no liability for any expenses of Design-Builder beyond payment of the Progress Payment amount noted in the Design Phase Schedule of Values. Design-Builder shall not be entitled to receive additional compensation from Owner beyond that amount noted in the Design Phase Schedule of Values.

§3.7 – Construction Timetable. Design-Builder shall, after Completion of the Design Phase, but prior to the initiation of the Construction Phase, develop and submit a proposed Construction Timetable to the Owner detailing the expected completion dates for the Construction Phase Requirements. The Construction Timetable shall be sufficiently detailed and shall describe proposed partial completion points and due dates for filing Documents Binder paperwork with the Owner. Further, the Construction Timetable shall specify the dates for Substantial Completion and Final Completion as identified in accordance with the Construction Documents and Article 4 herein. After development of the Construction Timetable, and subsequent approval thereof by the Owner, the Construction Timetable shall control the progress of construction of the Skate Park Project. NOTE: THE OWNER WILL NOT ISSUE A NOTICE

TO PROCEED WITH CONSTRUCTION UNTIL THE DESIGN-BUILDER SUBMITS AND OBTAINS AN APPROVED CONSTRUCTION TIMETABLE.

ARTICLE 4
CONSTRUCTION PHASE PARTICULARS

§4.1 – Reporting Anticipated Delays During Construction Phase. Design-Builder is responsible for assuring that the contract will be completed on a timely basis in accordance with the established Construction Timetable. No extension of time will be granted unless the delay is caused by acts of the Owner (as stated in Paragraph 14.2 herein) or by unusual and unforeseeable “Acts of God” beyond the Design-Builder’s control that makes it impossible to proceed with any of the work (e.g. Acts of God include unavoidable labor disputes, unavoidable inability to procure materials, failure of power not resulting from the Owner’s or Design-Builder’s actions or omissions, restrictive governmental laws enacted or taking effect after the Effective Date of this Agreement, riots, insurrections, wars, fire, or other reason of a like nature not the fault of the party delayed in doing work or doing acts required under the Contract Documents, hurricanes, unusually severe and prolonged bad weather). In the event of such Acts of God, then performance of such acts will be excused for the period of delay and the period for the performance of any such acts will be excused for the period of delay. In no event will problems with Subcontractors, suppliers or employees entitle the Design-Builder to an extension of the contract times or deadlines. Note, compensation for delays caused by the Owner is recoverable only as described in Paragraph 14.2 herein.

§4.1.1 – Design-Builder shall, within ten days from the beginning of such delay, submit written notification to the Owner of the causes of the delay. If Design-Builder fails to give such written notice, within ten days of the beginning of such delay no claim for extension will be considered. Oral notification of delays will not be sufficient. Notification of delay due to unusually severe and prolonged bad weather shall be documented by data substantiating that weather conditions were abnormal for the period of time and did adversely impact the construction schedule.

§4.1.2 – The Owner shall review such notification if an extension is requested by the Design-Builder and may extend the completion date if the Owner reasonably concludes that the facts justify such an extension.

§4.1.3 – Delays, which are excusable under the terms of this Contract, shall not excuse the Design-Builder from timely completing portions of the Contract which are not materially affected by the delay.

§4.2 Schedule of Values. Within fourteen (14) days after Owner approves design documents for the construction of no less than seventy-five percent (75%) of the Skate Park Project, Design-Builder shall submit to the Owner for approval a proposed Construction Phase Schedule of Values detailing the expected completion dates of targets previously approved by Owner in the Construction Timetable. Once approved by Owner, the Construction Phase Schedule of Values shall be incorporated in and made part of this Agreement and such Schedule shall control the timing of and amount of the Progress Payment to be made to the Design-

Builder. Unless otherwise provided by this Contract, Owner shall have no liability for any expenses of Design-Builder beyond payment of the Progress Payment amount noted in the Construction Phase Schedule of Values. Design-Builder shall not be entitled to receive additional compensation from Owner beyond that amount noted in the Construction Phase Schedule of Values unless, pursuant to this Contract, Design-Builder is entitled to additional compensation. OWNER'S APPROVAL OF ANY SCHEDULE SHALL ONLY INDICATE OWNER'S ACKNOWLEDGMENT OF THE DATES CONTAINED THEREIN AND SHALL NOT CONSTITUTE RATIFICATION OR APPROVAL OF THE ACCURACY, ADEQUACY, OR LOGIC OF THE SCHEDULE, OR OF THE MEANS, METHODS, MANNER OR SEQUENCE OF WORK CONTAINED IN THE SCHEDULE.

§4.3 Commencement of Construction Phase Work; Substantial and Final Completion Dates; Liquidated Damages.

(a) *Commencement of Construction Phase work.* Work shall commence on the Skate Park Project within fourteen (14) days of the ***date of issuance*** of a "Notice to Proceed With Construction Work" by Owner, which will not be issued until after the completion of the Design Phase Requirements.

(b) *Substantial Completion.* Substantial Completion of the Skate Park Project shall be established and agreed upon by both parties during the Design Phase but not later than TBD after the date of issuance of the "Notice to Proceed with Construction of Work" by Owner or the issuance of all permits needed to perform the Construction Work, whichever occurs later. Design-Builder agrees to apply for all permits within ten (10) days after the completion of the Design Phase and diligently pursue the issuance of said permits.

(c) *Final Completion.* Final Completion of the Skate Park Project shall be achieved not later than thirty (30) consecutive calendar days from the ***date of Substantial Completion***.

(d) *Time of the Essence.* Time is of the essence of this Contract.

(e) *Liquidated Damages.* Owner and Design-Builder, recognizing that time is of the essence of this Contract, agree that Owner will suffer financial loss if the Skate Park Project is not completed within the time frames specified in this Agreement, plus any extensions thereof. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by Owner if the Skate Park Project is not completed timely. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay Owner the sum of Five Hundred Dollars and no cents (\$500.00) for each day that expires after the time specified for Substantial Completion has expired. Further, Design-Builder shall pay Owner the sum of Five Hundred Dollars and no cents (\$500.00) for each day that expires after the time specified for Final Completion has expired. Owner may retain liquidated damages owed to Owner by Design-Builder under this provision from Design-Builder's compensation.

(f) *Partial Acceptance.* The Owner has the option to accept and enjoy beneficial use of portions of the Work, which are substantially complete before the entire Skate Park Project is

completed. In the event such partial acceptance occurs, liquidated damages will not be nullified or excused but will continue until Substantial Completion of the entire Skate Park Project. Commencing on the date of Partial Acceptance and subject to the entire Skate Park Project being complete to the extent of allowing the Owner to open the Skate Park Project as scheduled, the Owner shall reduce unaccumulated liquidated damages by a percentage which equals the ratio of the value of the accepted portion of the Skate Park Project to the total value of the entire Skate Park Project as determined by the Schedule of Values. Nothing herein shall obligate the Owner to accept portions of the Skate Park Project prior to Substantial Completion of the entire Skate Park Project.

ARTICLE 5

GUARANTEED MAXIMUM PRICE

§5.1 – Guaranteed Maximum Price. This is a guaranteed not-to-exceed pricing contract. Owner has allocated an amount not to exceed One Million Three Hundred Forty Five Thousand Fifty Four Dollars and no cents (\$1,345,054.00) for the performance and completion of the Design Work and Construction Work and the delivery of the Skate Park Project to the Owner free of all liens of any kind, including, but not limited to, any and all liens that may be placed on the Skate Park Project by Design-Builder, Design-Builder's subcontractors or subconsultants, and materialmen or workers. If this Contract proceeds, as provided below, Design-Builder shall deliver the Skate Park Project ready and suitable for occupation and its intended uses by Owner for an amount of compensation not to exceed a figure to be known as the "Guaranteed Maximum Price" which will be the amount to be charged by Design-Builder and paid by Owner for the completion of the Design Work and Construction Work (the "Guaranteed Maximum Price"), but in no event shall Owner be required to agree to a Guaranteed Maximum Price that exceeds \$1,345,054.00 Subject to the foregoing, the Owner and Design-Builder shall have up to thirty (30) days after the approval of sixty percent (60%) of the Design Phase Work within which to agree to and establish the Guaranteed Maximum Price of this contract in a document to be entitled "Guaranteed Maximum Price Amendment" in substantially the same form as Exhibit "A" attached hereto and incorporated by reference herein. Design-Builder warrants to the Owner that if the Guaranteed Maximum Price is established such Price shall be the maximum amount payable for the performance of the Design Work and Construction Work, specifically including the Design Phase Work and Construction Phase Work requirements, and delivery of the Skate Park Project to Owner free of all liens of any kind, including but not limited to, any and all liens that may be placed on the Skate Park Project by the Design-Builder, Design-Builder's subcontractors or subconsultants, and materialmen or workers. Notwithstanding, the establishment of the Guaranteed Maximum Price by subsequent amendment, such Price shall be subject to appropriate credits due Owner and/or Design-Builder as set forth in this Contract. If Owner and Design-Builder agree then the contemplated Guaranteed Maximum Price Amendment shall be completed, approved and executed and this Contract as amended shall proceed. If Owner and Design-Builder are unable to agree to the Guaranteed Maximum Price, either Owner or Design-Builder may, upon notice to the other, terminate this Contract in which case the Design-Builder shall complete all pending Design Work as directed by Owner and be paid for all Design Work that is completed, and thereafter Owner and Design-Builder shall be released from any further liability to each other under this Contract for any Construction Phase Services. In that event, Owner and Design-Builder agree to cooperate with each other in the

delivery to Owner of Design Work performed and paid for by Owner including but not limited to, Design Work product and any permits obtained for the Skate Park Project.

§5.2 – Items to be Included in Guaranteed Maximum Price. The Guaranteed Maximum Price, once established shall be deemed by the Owner to include all aspects of constructing the Skate Park Project, including, but not limited to, the Design-Builder's overhead and profit or fee of any kind. By way of illustration, and not limitation, the following items shall be deemed by the Owner to be included in the Guaranteed Maximum Price:

(a) *Labor Costs.* All compensation (including reasonable Skate Park Project bonuses approved by Owner in writing) for salaried or hourly personnel of Design-Builder directly engaged in the performance of the Work for this Skate Park Project, or employed at the Skate Park Project, or engaged in estimating, drafting, engineering, expediting, scheduling, coordinating, purchasing, supervising, controlling, safety, quality, CAD, or information technology support for the Work, wherever stationed, including but not limited to the assigned Construction Executive, Director of Construction, Senior Skate Park Project Manager, Skate Park Project Manager, Assistant Skate Park Project Manager, Superintendent and field personnel.

(b) *Costs of Materials and Equipment Incorporated in the Completed Construction.*

(1) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the complete construction.

(2) Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage.

(c) *Costs of Other Materials and Equipment, Temporary Facilities and Related Items.*

(1) Costs, including transportation, installation, maintenance, dismantling, storage and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers.

(2) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling, storage and removal thereof. It is the expectation of the Owner that in calculating the Guaranteed Maximum Price, line items for such rental charges are not be in excess of 100% of the rates set forth in the latest edition of the *Rental Rate Blue Book for Construction Equipment* published by Primedia Information, Inc., unless equipment is rented from third parties specifically for the Skate Park Project; the Owner specifically reserves the right to object to that portion of the Guaranteed Maximum Price, and receive a credit against the Guaranteed Maximum Price, in the event that Design-Builder utilizes rates in excess of those mentioned herein.

(3) Costs of removal of debris from the site.

(4) Reproduction costs, costs of telegrams, facsimile transmissions and long distance telephone calls, postage and express delivery charges, telephone services at the site for this Skate Park Project.

(5) Costs for travel and subsistence expenses of the Design-Builder's personnel incurred in the performance of the Work, or any attendant duty to the Design—Builder's performance of the Work, including, but not limited to, costs for company owned trucks, trailers and equipment utilized by Design-Builder

(d) *Subcontract Costs.* Payments made by the Design-Builder to Subcontractors or Subconsultants in accordance with the requirements of the subcontracts for this Skate Park Project; All expenses related to the engagement and/or termination of subcontractors/subconsultants and resultant Skate Park Project expense increases, if any.

(e) *Miscellaneous Costs.*

(1) Costs of premiums for insurance and bonds for this Skate Park Project.

(2) Sales, use or similar taxes imposed by any governmental authority which are related to the Work for this Skate Park Project and for which the Design-Builder or Owner would be liable.

(3) Fees, assessments and all building permits and other permits, licenses and inspections for the Skate Park Project.

(4) Fees of testing laboratories for tests required by the Contract Documents.

(5) Data processing and software costs related to the Work for this Skate Park Project.

(6) Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Contract.

(7) Legal costs, other than those arising from disputes between the Owner and Design-Builder, Subcontractors and affiliates, reasonably incurred by the Design-Builder in the performance of the Work for this Skate Park Project and with the Owner's written permission, which permission shall not be unreasonably withheld.

(8) Expenses incurred in accordance with the Design-Builder's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

(9) Costs incurred by the Design-Builder in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons

or property.

(10) Costs incurred by the Design-Builder in repairing or correcting damaged or nonconforming Work executed by the Design-Builder or its Subcontractors or suppliers;

(11) Mobilization and demobilization costs associated with this Skate Park Project.

(12) Corporate safety inspection and related safety costs.

(13) Corporate quality inspection and quality assurance and control costs.

(14) Salaries and other compensation of the Design-Builder's personnel stationed at its principal office or offices other than the site office.

(15) Expenses of the Design-Builder's principal office and offices other than the site office.

(16) Overhead and general expenses.

(17) The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

(18) Costs due to negligence and/or malfeasance and/or other acts of the Design-Builder, Subcontractors, and/or any agents thereof or to the failure of the Design-Builder, Subcontractors, and/or any agents thereof to fulfill and/or perform the Work of this Skate Park Project in accordance with this Skate Park Project.

(f) All other reasonably foreseeable costs and expenditures of Design-Builder in connection with the construction of the Skate Park Project.

§5.3 – Skate Park Project Expenses to be Documented; Billing Against Guaranteed Maximum Price. Design-Builder shall substantiate all Skate Park Project expenditures with paid receipts and/or invoices as the Owner may reasonably request to determine the financial status of the Skate Park Project. As Design-Builder performs the Work necessary to deliver the Skate Park Project, the Design-Builder shall keep a running financial statement of all Skate Park Project expenses incurred to date to include, but not be limited to, all items mentioned in Paragraph 5.2 and its subparagraphs. It is the expectation of the Owner that the Skate Park Project be delivered to the Owner, ready and suitable for occupation and Owner's intended uses at a final cost to Owner of less than the Design-Builder's Guaranteed Maximum Price (but for no more than the Guaranteed Maximum Price, absent an Owner Directed Adjustment in the scope of Work).

§5.4 – Owner Directed Adjustments in Scope of Work. The Owner may, without invalidating the Contract, unilaterally alter, add or deduct from the Design Work and/or

Construction Work by issuing an Owner Directed Adjustment. In the event that the Owner issues an Owner Directed Adjustment to the Design-Builder, Design-Builder and Owner shall agree on an appropriate adjustment to the Guaranteed Maximum Price. This provision shall not be interpreted to authorize an increase in the Guaranteed Maximum Price in the event that Owner rejects Design Work and/or Construction Work performed by Design-Builder or Design-Builder's subcontractors/subconsultants.

§5.5 – No Automatic Adjustments to Guaranteed Maximum Price. Nothing in this Agreement shall be construed to allow and/or authorize the payment to the Design-Builder of any monies in excess of the Guaranteed Maximum Price absent an Owner Directed Adjustment or an authorized Amendment to the Contract Documents.

§5.6 – Guaranteed Maximum Price Credits. Owner shall be entitled to credits against the Guaranteed Maximum Price for the following items:

(a) *Unused Excess Materials.* Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder or returned to the supplier. Amounts realized, if any, from such sales or returns shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

(b) *Discounts, Rebates and Refunds.* Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment and a waiver of any applicable building permit fees, if any, shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured. Amounts which accrue to the Owner in accordance with the provisions of this Paragraph shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

(c) *Realized Cost Savings and Tax Exempt Purchases.* Cost savings achieved through Value Engineering, reduction in the price of materials, or other cost savings mechanisms shall be shared between Owner and the Design-Builder with 60% of all savings being credited to the Owner and 40% of all savings being retained by Design-Builder. Notwithstanding anything in the Contract Documents to the contrary, Owner, as a tax exempt Florida municipal corporation, may purchase materials for use in the Work and 100% of any savings realized by the Owner purchasing materials for use in the Work shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

§5.7 – Progress Payments. Monthly Progress Payments shall be based on the percent completion of the overall Construction Phase Requirements in accordance with the Schedule of Values and the Construction Timetable, as further described in Paragraphs 3.7 and 4.2 herein. In no event shall any interest be due and payable to Design-Builder on sums retained by the Owner pursuant to any of the terms or provisions of this Agreement or the Contract Documents.

§5.8 – Owner's Reserved Rights Not to Transfer Authority Over Means and Methods. The Owner's reserved rights under this Article to direct changes in the scope of Work or to determine pricing under this Agreement shall not in any way transfer or assign Design-Builder's exclusive authority over the means, methods and manner of conducting construction activities.

Owner specifically disclaims any liability for means, methods and manner of conducting construction activities relating to the Work and this Skate Park Project.

ARTICLE 6
PROCUREMENT OF SUBCONTRACTS, MATERIALS
AND SERVICES

§6.1 – Approval of Subcontractors. Design-Builder shall not subcontract for any part of the Services or Work with any Subcontractor or Consultant (including affiliates and subsidiaries of Design-Builder) who is not properly licensed or against whom Owner has a reasonable objection. Design-Builder shall provide Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the Design-Builder's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within fifteen (15) days of its receipt of such information, Owner shall be deemed to have no such objection and Design-Builder may execute such Subcontract and shall furnish Owner a copy of same.

§6.2 – Subcontract Requirements. All Subcontracts shall afford Design-Builder rights against its Subcontractors which correspond to the rights afforded to Owner against Design-Builder herein, including those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor charges as set forth herein. Except as otherwise approved by Owner in writing, all Subcontracts shall provide for the retention of ten percent (10%) of amounts earned under the Subcontracts ("Subcontract Retainage"), and Owner shall not be responsible for releasing, paying, or compensating Design-Builder any amount on account of such Subcontract Retainage until such time as specified by this Contract for release of retainage.

§6.3 – Coordination of the Subcontracts. Owner does not assume any responsibility for defining the limits on any Subcontracts on account of the arrangement of the specifications or plans. As part of the bidding and award of Subcontracts, Design-Builder shall ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, Design-Builder and Subcontractors without omission, conflict, or duplication. Design-Builder shall carefully review all Subcontracts to ensure: (a) that all subcontracted parts of the Work are assigned to appropriate Subcontractors; (b) that, unless provided for by Design-Builder, provisions are made for temporary facilities and utilities necessary for the performance of the Work and for Skate Park Project site facilities necessary for Design-Builder and Owner to perform their duties in the management, inspection, and supervision of the Work; (c) that responsibility for Skate Park Project safety programs is properly assigned; (d) that they are in compliance with Applicable Laws; and (e) that they are in compliance with Owner's and Design-Builder's Guidelines, if any.

§6.4 – Design-Builder Responsible for Acts of Subcontractors. Design-Builder shall be responsible for any and all acts, defaults, omissions or negligence of Subcontractors and consultants, and shall be and remain liable and obligated to Owner for all Services, Work, materials and other items subcontracted. It is expressly agreed that no relationship of contract, obligation or otherwise shall be created between Owner and any Subcontractor or Consultant of

Design-Builder, and a provision to this effect shall be inserted into all Subcontracts and other agreements between Design-Builder and its Subcontractors and Consultants. In no event shall Owner be liable to any of Design-Builder's Subcontractors for Work performed by such Subcontractor on behalf of the Design-Builder or for the Skate Park Project. Owner will not resolve disputes between Design-Builder and any Subcontractor or disputes between Subcontractors.

§6.5 – Special Services. Design-Builder shall, as required by Contract Documents and the Schedule of Values, coordinate services from surveyors, testing laboratories, and other special consultants required for the completion of the Work.

§6.6 – Orders of Materials and Equipment. Design-Builder shall schedule, coordinate, and effect the purchase and delivery to the Skate Park Project site of materials and equipment required to be provided by Design-Builder pursuant to the Contract Documents. Design-Builder shall perform inspection services after the placement of all such orders.

§6.7 – Procurement of Materials and Equipment on Owner's Behalf. Design-Builder shall be responsible for scheduling and coordinating all materials, furnishings, tools, fixtures, computers, and equipment to be furnished by Owner under the terms of the Contract Documents for use in performance and completion of the Work. The purchase price and transportation and storage costs associated with such items shall be borne by Owner, and shall not be counted against the Guaranteed Maximum Price.

§6.8 – Direct Purchase.

§6.8.1 – The Owner is tax exempt and upon agreement with the Design-Builder may purchase directly various construction materials, supplies and equipment that may be part of this Contract. If direct purchases are to be made by the Owner, the Owner will, via its purchase orders, purchase the materials and the Design-Builder shall assist the Owner in the preparation of purchase orders. The Owner may direct the Design-Builder to prepare the purchase order on the Owner's form and make ready for verification and execution by the Owner. The materials may be purchased from the vendors/suppliers selected by the Design-Builder, for the price originally negotiated by the Design-Builder. The Design-Builder will prepare a list of materials, supplies and equipment and the Owner will advise the Design-Builder which items from the list it wishes to purchase directly, with enough lead time to allow this request to be incorporated into the overall construction schedule.

§6.8.2 – ISSUANCE OF THE PURCHASE ORDERS BY THE OWNER DOES NOT CHANGE ANY OF THE DESIGN-BUILDER'S RESPONSIBILITIES REGARDING MATERIAL PURCHASES, OR INSTALLATIONS, WITH THE SOLE EXCEPTION OF THE PAYMENTS FOR THE MATERIALS SO PURCHASED AND THE CONSEQUENCES OF NON-PAYMENT BY OWNER. The Design-Builder remains fully responsible for all other obligations it has under the terms of this Contract regarding materials purchased, including but not limited to, coordination of the work including ordering of materials, correct quantities ordered, submittals, protection, storage,

scheduling, shipping, security, expediting, receiving, checking shipping tickets, and invoices, installation, cleaning, and all applicable warranties. Regardless of any direct purchase, the Design-Builder remains responsible for ensuring that all materials purchased meet the requirements of the Contract Documents.

§6.8.3 – In the event that materials, supplies, or equipment purchased under this option, are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the Design-Builder to initiate legal action against the responsible party, the Owner agrees to assign and subordinate to the Design-Builder any claims the Owner has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the Design-Builder in such legal action.

§6.9 – Materials Stored. For work on which the Design-Builder intends to request payment for materials stored at the site, the schedule of values will list materials and labor as separate line items.

ARTICLE 7 **CONSTRUCTION ADMINISTRATION**

§7.1 – Design-Builder to Enter into Subcontracts. Design-Builder shall enter into Subcontracts with Subcontractors for the performance of those portions of the Work not performed directly by the Design-Builder. Design-Builder shall protect Owner's interests during the performance of such Subcontracts and shall monitor and secure performance by the Subcontractors of all duties and obligations contained in the Subcontracts. Design-Builder shall promptly notify Owner's Representative in writing of any material breach by a Subcontractor and shall take all necessary steps to remedy such breach and to minimize the effect of such breach on the timely and proper completion of the work, all at no additional cost to Owner.

§7.2 – Scheduling and Coordinating Construction. Design-Builder shall be responsible for scheduling, coordinating, assigning work areas, and sequencing the Work to be performed and for coordinating same with Owner's activities and ongoing operations and any Work that may be performed by Owner's own forces or other Contractors, in a manner so as to complete the Skate Park Project by the Substantial Completion Date. Design-Builder shall perform all Services required under the Contract Documents in an expeditious fashion.

§7.3 – Preconstruction Conference. At an appropriate time after execution of Subcontracts, Design-Builder and Owner shall conduct a preconstruction conference and shall review with the Subcontractors any special requirements of Owner with respect to the Work, including Skate Park Project access, safety requirements, Design-Builder guidelines, contract procedures, scheduling, requests for payment, Submittals, Change Orders, inspections, and any and all other matters they then deem relevant to the performance of Design-Builder and the Subcontractors. Design-Builder shall prepare and furnish to Owner's Representative and Subcontractors detailed minutes of the preconstruction conference within two (2) working days of its conclusion.

§7.4 – Confirmation of Insurance. Design-Builder shall timely procure and review all insurance certificates and policies required by the Contract Documents and the Subcontracts and provide copies of same to Owner's Representative. Design-Builder shall immediately cure and correct any failure of any Subcontractor or affiliated entity to comply and remain in compliance with the insurance requirements of the Contract Documents and the Subcontracts. Design-Builder shall not permit any Subcontractor to enter the Skate Park Project site or perform any Work relating to the Skate Park Project unless such Subcontractor is and remains insured in accordance with the insurance requirements set out in the Contract Documents and the Subcontracts.

§7.5 – Review and Approval of Subcontractor Schedules of Values. Design-Builder shall obtain, and carefully review, all schedules of values from each Subcontractor, together with any supporting documentation or data, which Owner or Design-Builder may require from the Subcontractors. The purpose of such review and examination shall be to protect Owner from front-end loading and an unbalanced schedule of values, which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If any Subcontractor schedule of values is found not to be appropriate, or if the supporting documentation or data is deemed to be inadequate, Design-Builder shall negotiate with the Subcontractor to establish a balanced schedule of values. After making its review and examination, if the Subcontractor schedule of values is found by Design-Builder to be appropriate as submitted, or if necessary, as revised, Design-Builder shall sign and deliver same to Owner's Representative thereby indicating Design-Builder's informed belief that such schedule of values constitutes a reasonable, balanced basis for payment to the Subcontractor. Design-Builder shall not sign a Subcontractor schedule of values in the absence of such belief unless directed to do so, in writing, by City Manager of Owner.

§7.6 – Supervision of Subcontractors. Design-Builder shall maintain a continuous presence on the Skate Park Project site at all times during the Construction Phase of the Skate Park Project through the provision of sufficient qualified supervisory and other personnel to perform the Services and obligations of this Contract. Design-Builder shall continually supervise its own forces and all Subcontractors. Design-Builder shall determine the adequacy of personnel, labor, materials, equipment and direct supervision provided by all Subcontractors and shall monitor their compliance with the construction schedule.

§7.7 – Job Progress Meetings. Design-Builder shall conduct meetings at least weekly, and at such additional times as the needs of the Skate Park Project or good construction management practice may require, with the Subcontractors, for the purpose of discussing matters relating to the quality, quantity, and progress of the Work. Design-Builder shall also conduct meetings at least bi-weekly with Owner and any others Owner may desire to participate in such meetings and at such additional times as the needs of the Skate Park Project or good construction management practice may require, with the Owner for the purpose of discussing all matters relating to the quality and progress of the Work. Design-Builder shall within seven (7) working days after each of the meetings prepare and distribute minutes of such meetings to Owner's Representative, the participants and others who Design-Builder believes should reasonably be informed of the meetings including those the Owner may designate in writing to receive same.

§7.8 – Requests for Information and Interpretation. Design-Builder shall promptly provide information and interpretations to Subcontractors as necessary for the execution of the Work and shall expedite same where necessary to maintain the construction schedule. Where appropriate, Design-Builder shall transmit to Owner's Representative requests for information or interpretation from itself or as made by any Subcontractor regarding the intent and meaning of the design for construction. Design-Builder shall maintain a log of all requests for information and interpretation (the "Request Log"), recording: (a) the date each request was made; (b) the date the request was transmitted to Owner's Representative; (c) the date of receipt of the response to the request; and, if applicable; (d) the date the response to the request was transmitted to the Subcontractor. The request shall be a part of the minutes required in Section 9.7 for Job Progress Meetings. Design-Builder shall reply to requests for architectural information or services within seven (7) days.

§7.9 – Submittals. Design-Builder shall review, and indicate its approval (or require re-submission if necessary) prior to forwarding to Owner each Submittal required by the Contract Documents, including shop drawings, product data, samples, catalogues, and other submittals (collectively, "Submittals"), provided, however, that complete shop drawings for a single trade be submitted and no partial submittals will be reviewed without the prior written agreement of the Owner. Provided further that Submittals requiring color selections which may require additional time, especially where color selection of related items is critical, must be submitted before final selections are made. Approval by Design-Builder of Submittals shall constitute Design-Builder's representation to Owner that such Submittals are in conformance with the requirements of the Contract Documents. The review and approval required by this Paragraph shall be completed with reasonable promptness, and expedited where necessary, so as to cause no delay to the Subcontractors or the Skate Park Project. Design-Builder shall also maintain a detailed log (the "Submittal Log"), reflecting: (a) the date, where applicable, the Subcontractors submit to Design-Builder, and the Design-Builder submits to Owner each Submittal; (b) the date of approval or rejection of each Submittal by Design-Builder; (c) the reason for the rejection of any Submittal; and (d) the date of each subsequent action by Design-Builder, Owner or Subcontractors with respect to any Submittal. The Submittal Log shall be part of the Job Progress Meeting minutes required in Paragraph 7.7 herein. Design-Builder shall immediately report to Owner's Representative in writing any substantial delays in the Submittal process and the cause thereof and shall take appropriate steps to coordinate and expedite the Submittal process. The Owner's review of Submittals shall not relieve the Design-Builder from its obligation for performance of the Work in compliance with the Contract Documents.

§7.10 – Subcontractor Payments. Design-Builder shall promptly pay all indebtedness for labor, materials, services, tools and equipment, and for any other items used in the performance of the Work and in compliance with Florida Statutes.

§7.11 – Conditions of Employment. Design-Builder shall comply, and shall require all Subcontractors to comply, with Applicable Laws relating to the terms and conditions of employment of any employee who is employed in connection with the Skate Park Project.

§7.12 – Protection of Persons and the Work. Design-Builder shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's employees and property

from injury or loss in connection with the performance of the Work and the Services. Design-Builder shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent Work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the Work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Design-Builder shall keep Owner's property and the Work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect the Skate Park Project from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Design-Builder upon completion of the Work.

§7.13 – Demolition, Removal of Materials and Burning. Except with prior written approval of the Owner the use of explosives will not be permitted. The procedure proposed for the accomplishment of any required demolition work shall be submitted to Owner's Representative for approval. The procedure shall provide for safe conduct of the work, careful removal and disposition of materials, protection of property, which is to remain undisturbed, and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations, and shall be architecturally sound. All materials indicated to be removed shall be legally disposed of off the Owner's property. The use of burning at the Skate Park Project site to dispose of refuse and debris may be permitted with Owner's permission and acquisition of proper permits by the Design-Builder from all agencies with jurisdiction, including, but not limited to, the Florida Department of Agriculture and Consumer Services (Division of Forestry) and Polk County. Design-Builder shall control the amount of dust resulting from the operations to prevent the spread of dust from creating a nuisance in the surrounding area.

§7.14 – Site Limitation. Design-Builder shall obtain Owner's Representative's authorization before establishing staging or “lay-down” areas.

§7.15 – Corrective Work. Design-Builder shall ensure correction and completion of all defective or incomplete Work. Such corrective Work shall be coordinated with and performed in such a manner as to minimize disruption to Owner's personnel facilities, and the operations of and at no cost to Owner.

ARTICLE 8 **UNCOVERING AND CORRECTING WORK**

§8.1 – Uncovering Work Covered Contrary to Directions. All Work is to be inspected by Owner before covering. If any of the Work is covered contrary to the request of Owner's Representative, or contrary to any provision of the Contract Documents, said Work shall, if required by Owner's Representative, be uncovered for inspection and any defective or incomplete work shall be properly corrected at Design-Builder's expense without change in the Substantial Completion Date or the Guaranteed Maximum Price.

§8.2 – Correction of Defective Work. Design-Builder shall immediately proceed to correct Work rejected by Owner's Representative as defective or failing to conform to the Contract Documents, unless such Work is accepted in accordance with Paragraph 8.5 below.

Design-Builder shall bear all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections and any fees and expenses of the Owner or Owner's consultants made necessary thereby, without adjustments to the Guaranteed Maximum Price or the Substantial Completion Date.

§8.3 – Correction During One Year Following Completion. If within one (1) year after the issuance of a Certificate of Final Completion any of the Work is found to be defective or not in accordance with the Contract Documents, Design-Builder shall correct such Work promptly upon receipt of written notice from Owner. This obligation shall survive Final Payment by Owner and/or termination of this Contract.

§8.4 – No Period of Limitation Established. Nothing contained in Paragraph 8.3 shall establish any period of limitation with respect to Design-Builder's other obligations and warranties under the Contract Documents. Establishment of the one year time period in Paragraph 8.3 above relates only to Design-Builder's specific duty to correct or complete the Work.

§8.5 – Owner's Option to Accept Defective Work. Owner may, at its sole discretion, choose to accept defective or nonconforming Work. Such acceptance shall not be effective unless specifically and expressly stated in writing by Owner. In such event, the Guaranteed Maximum Price *shall be reduced* by the reasonable costs of removing and correcting the defective or nonconforming Work, regardless of whether Final Payment has been made or the defective Work replaced or corrected, the intent being that Owner may use such funds to remedy such defects at a time and in a manner convenient to Owner. If the unpaid portion of the Guaranteed Maximum Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design-Builder shall, upon written demand from Owner, pay Owner any shortfall of compensation for accepting defective or nonconforming Work.

ARTICLE 9

INSPECTIONS AND CERTIFICATIONS OF COMPLETION

§9.1 – Inspection of Work. Design-Builder shall, on a continuous basis as a part of its day-to-day supervision of the Skate Park Project, inspect the Work to ensure that the quality, quantity and progress of the Work meets the requirements of the Contract Documents. In making such inspections, Design-Builder shall reject Work that is defective or deficient, take steps to avoid unexcused delays in the performance of the Work, and protect Owner from overpayment.

§9.2 – Standard of Construction and Identification of Defective Work. Design-Builder shall cause the Skate Park Project to be constructed in compliance with the requirements of the Contract Documents and Applicable Laws. Design-Builder shall correct all work that does not meet the requirements of the Contract Documents and Applicable Laws unless the departure from such standards is specifically identified to, and thereafter authorized in writing by, Owner. Unless so authorized by Owner, Design-Builder shall correct all Work that does not meet the requirements of the Contract Documents and Applicable Laws at Design-Builder's expense.

§9.3 – Equipment and Other Items. When instructed by Owner's Representative, Design-Builder shall schedule and perform such inspections of equipment, fixtures, furnishings, and other items that Owner deems appropriate. Such testing and inspections shall be performed at times appropriate to the stage of fabrication, construction, installation, and testing of such items. Design-Builder shall notify Owner's Representative prior to each such testing or inspection and Owner's Representative or his designee shall be entitled to accompany Design-Builder for such testing and inspections.

§9.4 – Inspection upon Arrival, During Installation, and after Installation. Upon arrival of any materials, supplies, systems, equipment, fixtures, furnishings, and other items at the Skate Park Project site, whether procured by Design-Builder or Owner, Design-Builder shall inspect such items for damage, for compliance with the Contract Documents and for compliance with all shipping documents and shall arrange for the proper storage and security of such items. Design-Builder shall also provide for and monitor the proper and timely installation of all such items on the Skate Park Project. After such items are installed or made ready for use, Design-Builder shall again inspect all such items for damage and shall arrange for and monitor testing of all such items for compliance with the Contract Documents and readiness for use on the Skate Park Project. If damage is discovered, Design-Builder shall immediately notify, in writing, the supplier, shipper, and Owner's Representative of such damage and shall lodge and pursue all appropriate claims associated with such damages.

§9.5 – Punch Lists and Correction of Defective Work. As per the Contract Documents, the Design-Builder shall make a punch list in writing and complete the items on this list. Upon completion of the Design-Builder's punch list, the Design-Builder shall submit a "Request for Punch List Inspection". Design-Builder shall then, and with the assistance of Owner, prepare, and enforce a punch list and other itemizations of defective, deficient, or incomplete Work. Design-Builder shall report to Owner's Representative in its Monthly Reports its progress in correcting and completing such defective, deficient, or incomplete Work. A Punch List created under this Paragraph, and Work performed pursuant to said Punch List shall not be considered an Owner Directed Adjustment in the scope of the Work for the Skate Park Project.

§9.6 – Design-Builder's Observation of Testing and Start-Up. Design-Builder shall schedule (and notify Owner's Representative of such schedule), coordinate, and observe the testing and start-up of all utilities, systems, fixtures, and other equipment and shall report the results of same to Owner's Representative in writing.

§9.7 – Transfer of the Work and the Skate Park Project to Owner. Design-Builder shall provide assistance to Owner in the transfer of the completed Skate Park Project, and all portions thereof, to Owner. Such assistance shall include, as applicable, procuring certificates of ownership, titles and warranties, procuring keys to the Skate Park Project, operations and maintenance manuals and instructions, procuring supplies, start-up of Skate Park Project systems, transferring Skate Park Project security, arranging for training Owner in the operation and maintenance of all systems and components of the Skate Park Project, and such other matters as may relate to Owner's initial occupation, possession, and use of the Skate Park Project or any part thereof.

§9.8 – Substantial Completion of the Skate Park Project. When Design-Builder believes that Substantial Completion of the entire Skate Park Project, or a designated part thereof, has been achieved, it shall notify Owner's Representative in writing and request an inspection for certification of Substantial Completion. Design-Builder shall thereafter meet on site with Owner's Representative to determine whether Substantial Completion of the Skate Park Project, or the designated part thereof, has in fact been achieved. Design-Builder's written request for such inspection shall constitute a representation by Design-Builder to the Owner that Design-Builder has made all inspections of the Work required by the Contract Documents and that, to the best of Design-Builder's information and knowledge, the Work has been performed in compliance with, and the quality of the Work meets or exceeds the requirements of, the Contract Documents. If Owner's Representative agrees that Substantial Completion of the Skate Park Project, or the designated part thereof, has been achieved, the Owner shall execute a Certificate of Substantial Completion. If Owner's Representative, upon inspection, concludes that Substantial Completion has not been achieved from the fault of the Design-Builder, Subcontractors, and/or any agents thereof and that re-inspection will be necessary, Design-Builder shall bear all costs of same without adjustment to the Guaranteed Maximum Price.

§9.9 – Final Completion of the Skate Park Project. When Design-Builder believes that Final Completion of the entire Skate Park Project has been achieved, it shall notify Owner's Representative in writing and request an inspection for certification of Final Completion of the Skate Park Project. Design-Builder shall thereafter meet on site with Owner's Representative to determine whether Final Completion of the Skate Park Project has in fact been achieved. Design-Builder's request for such inspection shall constitute a representation by Design-Builder to Owner that Design-Builder has made all inspections of the Work as provided in the contract and that, to the best of Design-Builder's knowledge and belief, all the Work has been completed in compliance with the Contract Documents and that the quality of the Work meets or exceeds the requirements of the Contract Documents. If Owner's Representative agrees that Final Completion of the Skate Park Project has been achieved, Owner shall execute a Certificate of Final Completion of the Skate Park Project. If Owner's Representative, upon inspection, concludes that Final Completion has not been achieved from the fault of the Design-Builder, Subcontractors, and/or any agents thereof and that re-inspection will be necessary, Design-Builder shall bear all costs of same without adjustment to the Guaranteed Maximum Price.

§9.10 – Final Acceptance. The starting date for all warranties shall be from the date of the issuance of a Certificate of Final Completion of the Skate Park Project. The more stringent of the Guarantees and Warranties in the Contract Documents shall apply.

§9.10.1 – *Responsibility of the Design-Builder.* Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the Design-Builder of the responsibility for latent defects, unknown negligence, faulty materials, or workmanship within the extent and period provided by law.

§9.10.2 – *Warranty Periods.* Warranty periods shall be as in the Contract Documents or, if Design-Builder is notified of a defect during the applicable warranty period, until the defect is corrected to conform to the Contract requirements and to the reasonable satisfaction of the Owner.

§9.10.3 – *Certification.* The Subcontractors and suppliers shall prepare statements in the form approved by the Owner certifying that the work performed and materials supplied are in compliance with the Contract and confirming the appropriate warranty period. The Subcontractor shall submit the above statements to the Design-Builder.

§9.10.4 – *Bonding Company.* Failure of the Design-Builder or the Subcontractors to fulfill obligations of the guarantee will result in appropriate notice to the Bonding Company for action.

ARTICLE 10

SKATE PARK PROJECT DOCUMENTATION

§10.1 – Basic Skate Park Project Documentation. Design-Builder shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, including a current set of drawings, specifications, Change Orders and modifications reflecting product and materials selections and as-built conditions on the Skate Park Project; (b) all shop drawings, samples, product data, and other Submittals; (c) a clean set of the principal building layout lines, floor levels, and key site elevations certified by a qualified surveyor or Architect; (d) all required insurance certificates from Subcontractors; (e) a full copy of the Skate Park Project Binder, identical to the Skate Park Project Binder kept on file by the Owner; and (f) all other documents required by the Contract Documents.

§10.2 – Daily Log. Design-Builder shall maintain a log of daily reports (“Daily Log”) which shall identify daily weather conditions and any impact on the Work caused thereby, Design-Builder’s personnel on site, all Subcontractors working each day and the number of employees of each on the Skate Park Project, all visitors, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of the Skate Park Project. Design-Builder shall submit a copy of the “Daily Log” to the Owner with each periodic pay request.

§10.3 – Monthly Reports. Each month Design-Builder shall prepare and submit to Owner's Representative a written report detailing the progress of the Skate Park Project (the “Monthly Report”). The Monthly Report shall contain Design-Builder's estimate of percentage of completion of the Skate Park Project and each element thereof, including a comparison of the status of the Skate Park Project to the approved Schedule of Values, identify any and all delays to the Skate Park Project and the cause and extent thereof and describe the remedial measures being taken to overcome such delays, identify any defective or deficient Work installed during the preceding month and describe the remedial measures being taken to correct the defective or deficient Work, identify any outstanding requests for information or clarification, requests for interpretation, change order requests, questions, or other matters requiring the response of either Owner, Design-Builder or a Subcontractor and shall include any and all other information required to fully inform Owner of the status of the Skate Park Project and the performance of

Design-Builder and Subcontractors. The Monthly Report shall include the construction schedule updates, updated cash flow forecasts, and updated comparisons of actual and estimated construction costs (including but not limited to the Guaranteed Maximum Price) as required by the terms of the Contract Documents.

§10.4 – Review and Assignment of Warranties. Design-Builder shall obtain and shall transmit to Owner's Representative all special product, system, equipment or material warranties required by the Contract Documents and the Subcontracts. Design-Builder shall review all such warranties to confirm that the warranties are in compliance with the requirements of the Contract Documents and Subcontracts. By execution of this Contract, Design-Builder hereby assigns to Owner all of Design-Builder's rights, title and interest in and to any and all warranties, including Uniform Commercial Code warranties, that Design-Builder receives or is entitled to receive from any Subcontractor or supplier in connection with the Skate Park Project.

§10.5 – Operations and Maintenance Documentation. Design-Builder shall obtain and transmit to Owner's Representative all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of the Skate Park Project. Two (2) complete sets of documentation shall be furnished to Owner's Representative in uniform three-ring binders labeled with the Skate Park Project name and number.

§10.6 – Review and Approval of As-Built Drawings. Design-Builder shall continuously maintain a set of drawings clearly indicating the exact location and depth of all buried plumbing, sanitary sewers, storm sewers, heating, gas piping and electrical work with accurate dimensional reference to buildings or other fixed points.

§10.6.1 – *Withholding of Periodic Payments.* Failure on the part of the Design-Builder to maintain current As-Built Drawings will be cause for Owner to withhold all or portions of the monthly payments.

§10.6.2 – *Completion.* Upon completion of the Work under this contract and prior to requesting final payment, the Design-Builder shall deliver the As-Built Drawings to the Owner.

§10.7 – Availability of Skate Park Project-Related Records to Owner. All records relating directly or indirectly to the Skate Park Project which are in the possession or control of Design-Builder shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, submittals, subcontractor bids, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, e-mail documents, memoranda, tape or videotape recording, photographs, including aerial photographs, or other writings or things which document the Skate Park Project, its design, and its construction.

§10.8 – Maintenance of Skate Park Project-Related Records. Design-Builder shall maintain and protect all Skate Park Project-related records, including but not limited to Daily Log and Skate Park Project journal, other than those required to be returned to Owner, for no less

than two (2) years after Final Completion of the Skate Park Project and for any longer period of time as may be required by law.

§10.9 – Skate Park Project Videotapes and Photographs. At any time requested by Owner's Representative, Design-Builder shall, at Owner's expense, record periodic narrated videotapes or take photographs depicting progress of the Work. Any specific safety or environmental incidents are to be videotaped at the time of the incident without waiting for Owner authorization. All videotapes and photographs or videotapes and photographs of safety or environmental incidents shall be submitted to Owner's Representative on a weekly basis.

ARTICLE 11

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

§11.1 – Provide Skate Park Project Information. Owner shall provide Design-Builder with adequate information regarding Owner's requirements for the Skate Park Project including any desired or required design or construction schedule and any budgetary requirements.

§11.2 – Review of Documents. Owner shall review any documents submitted by Design-Builder requiring Owner's decision and shall render any required decisions pertaining thereto.

§11.3 – Access to the Site and the Work. Owner shall provide Design-Builder access to the site and to the Work as necessary for Design-Builder to perform the requirements of the Contract Documents.

§11.4 – Timely Performance. Owner shall perform those duties set forth in this Article in a timely fashion so as to permit the orderly progress of Design-Builder's Services and the Work.

§11.5 – Owner's Reviews, Inspections, Approvals, and Payments. Owner's review, inspection, or approval of any design document, Work, or any documents prepared or submitted by Design-Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements, and Design-Builder understands that Owner is relying on Design-Builder to assure compliance with the Contract Documents and compliance with general standards accepted in the Design-Build and/or architecture community. No review, inspection, or approval by Owner of such Work or documents shall relieve Design-Builder of its responsibility for the performance of its obligations under the Contract Documents or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or Subcontract shall not relieve Design-Builder of responsibility for the performance of its obligations under the Contract Documents. Payment by Owner shall not constitute a waiver of any of Owner's rights under the Contract Documents or at law, and Design-Builder expressly accepts the risk that defects in the Services or in the Work, if any, may not be discovered until after payment, including Final Payment, is made by Owner.

§11.6 – Non-Waiver. Owner's failure to exercise any right or remedy hereunder or to

require compliance with any obligation of Design-Builder under the Contract Documents shall not constitute a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

ARTICLE 12

PAYMENT TO DESIGN-BUILDER

§12.1 – Basis of Compensation. For Design-Builder's performance of the Work and all Design Phase and Construction Phase Services in conformance with the Contract Documents, and subject to the Guaranteed Maximum Price and savings provisions as set forth in Article 5 herein, Owner shall pay the Design-Builder "Compensation" consisting of: Subcontractor Costs, plus Design-Builder's fees incurred in performance of Design Phase Services, Construction Phase Services and the Work plus any contingency approved per Paragraph 12.3. The Design-Builder's fee shall be deemed to include, without limitation, such items as overhead, profit and all expenses incurred in performance of the Work and all Design Phase Services and Construction Phase Services, including those matters set forth in Articles 3, and 5, and Paragraphs 6.7 and 6.8 herein. *Provided* that the total compensation due Design-Builder from Owner shall not exceed the amount of the Guaranteed Maximum Price set forth in Article 5 herein.

§12.2 – Form of Pay Requests and Backup Documentation. As soon as practicable after the last business day of each month, Design-Builder shall submit an invoice to Owner's Representative requesting payment ("pay request") for ninety percent (90%) of the Subcontract Costs and/or Design-Builder's fees and expenses incurred in the performance of Services and the Work during the preceding month. At no time shall the cumulative sum invoiced or paid exceed an amount equal to the Guaranteed Maximum Price multiplied by the percentage of the Work actually and satisfactorily completed as determined by Owner's representative. Each pay request shall separately show the amounts of monies being claimed in connection with such pay request and any amounts claimed in connection with a Change Order. Pay requests shall also indicate Design-Builder's estimate of the percentage of completion of the Skate Park Project and each element thereof according to the line items established in the Schedule of Values. Unless otherwise directed by Owner's Representative, pay requests shall be submitted in quadruplicate, bearing the appropriate Skate Park Project numbers designated by Owner's representative to Owner's Representative for approval. Pay requests shall be accompanied by documentation in support of Subcontract costs as Owner's Representative may require including partial lien releases.

§12.3 – Certification Relating to Pay Requests. Each pay request shall bear the signature of Design-Builder's Skate Park Project manager, which signature shall constitute Design-Builder's representation to Owner that the Services and the Work indicated in the pay request have progressed to the level represented, have been properly and timely performed as required herein, that no Work has been covered contrary to the request of the Owner's Representative or contrary to any provision of the Contract Documents, that the Subcontract Costs and/or costs for self-performed work claimed in the pay request have been actually, necessarily, and reasonably incurred, that all obligations of Design-Builder covered by prior pay requests (that have not been withheld by Owner) have been paid in full, and that, to the best of Design-Builder's knowledge,

information and informed belief, the amount requested is currently due and owing, there being no reason known to Design-Builder that payment of any portion thereof should be withheld. Submission of Design-Builder's pay request for Final Payment shall further constitute Design-Builder's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Design-Builder to others incurred in connection with the Skate Park Project will be paid in full within fourteen (14) days of such receipt or as negotiated by Owner and Design-Builder. In the event that Owner becomes informed that any of the foregoing representations by Design-Builder are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design-Builder until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

§12.4 – Progress Payments During Construction. Until the value of the Work completed, including stored materials, is at least fifty percent (50%) of the Guaranteed Maximum Price, the Owner will retain ten percent (10%) of the value of all Work satisfactorily completed, including stored materials. When the value of the satisfactorily completed Work totals at least fifty percent (50%) of the Guaranteed Maximum Price, the Owner will discontinue retaining additional amounts provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum; *provided, however*, that the total amount retained will be at least five percent (5%) of the Guaranteed Maximum Price, as adjusted by any approved price-based Change Orders authorized to be issued under the terms and conditions of this Agreement, until the payment due at Substantial Completion. The Owner may elect to reinstate retention of ten percent (10%) of the total value of the Work completed if at any time the Design-Builder fails to make satisfactory progress or if there is other specific cause as determined solely by the Owner.

§12.4.1 – Monthly Payments. Progress payments by the Owner to the Design-Builder will be made at least once each month.

a. At the end of each calendar month, the Design-Builder shall submit an itemized application for payment supported by such other substantiating data as the Owner may reasonably require covering Work completed through the 25th of the month.

b. The Design-Builder shall deliver four copies of the Periodic Request for Payment to the Owner's Representative, no later than noon on the last day of the month, which shall set forth the required information regarding the work completed during the applicable period.

§12.4.2 – Certification by Owner; Payment. The Owner shall review and thereafter approve or disapprove the issuance of payment no later than fourteen (14) calendar days after receipt of a Periodic Request for Payment from Design-Builder.

§12.4.3 – Material Payments. When the Design-Builder requests payment for materials stored at the site, the conditions of storage shall be acceptable to the Owner.

a. The Design-Builder shall provide satisfactory evidence of the value of materials stored, which may include copies of actual invoices.

- b. No payment shall be made for materials not stored at the site.

§12.5 – Payment at Substantial Completion. Subject to the limitations of the Guaranteed Maximum Price and provided that all conditions precedent have been satisfied, within ten (10) days after execution of the Certificate of Substantial Completion of the Skate Park Project, Owner shall pay Design-Builder all sums due Design-Builder, less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable cost for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. As a condition precedent to such payment, however, Design-Builder shall deliver to Owner's Representative the final complete set of as-built drawings in the form of marked-up blue-line drawings, all required releases of lien, all certificates of occupancy or similar documents required for the occupation and use of the Skate Park Project for its intended purposes, all required warranties and all Skate Park Project documentation as described in Article 10 herein.

§12.6 – Lien Releases and Claim Waivers. Design-Builder's application for Final Payment shall be accompanied by final lien releases and waivers of claim from Design-Builder and all Subcontractors.

§12.7 – Payment at Final Completion. Subject to the Guaranteed Maximum Price, and provided that all conditions precedent have been satisfied, within ten (10) days after execution of the Certificate of Final Completion of the Skate Park Project, Owner shall pay Design-Builder all unpaid sums including retainage due Design-Builder under this contract, less any amount properly withheld pursuant to the Contract Documents ("Final Payment"). Design-Builder's acceptance of Final Payment shall constitute an unconditional waiver and release of all claims by Design-Builder for additional compensation beyond that provided in the Final Payment. Final Payment by Owner shall not, however, constitute a waiver by Owner of its rights or claims arising from Design-Builder's failure to perform in accordance with the requirements of the Contract Documents.

§12.8 – Withholding of Payment. Any provision of the Contract Documents notwithstanding, Owner shall not be obligated to make a payment or payments to Design-Builder which are otherwise due, if, and for so long as, any one or more of the conditions set forth in this paragraph exists:

§12.8.1 – Design-Builder's pay request is not in the form or supported by the documentation required by this contract.

§12.8.2 – Design-Builder is in default of any of its obligations under the Contract Documents that have not been cured to the Owner's reasonable satisfaction.

§12.8.3 – Any part of such payment is attributable to Services or Work which are defective or not conforming with the requirements of the Contract Documents: provided, however, that payment shall be made as to the part thereof attributable to Services or Work which are rendered or performed in accordance with the Contract Documents and

are not defective, subject to other provisions hereof.

§12.8.4 – Design-Builder has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Skate Park Project or any person has filed a claim that Design-Builder has failed to make payments due to such person, unless such claim has been bonded off the Skate Park Project by the Design-Builder to the satisfaction of the Owner.

§12.8.5 – Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Design-Builder, unless such claim has been bonded off the Skate Park Project by the Design-Builder to the satisfaction of the Owner.

§12.8.6 – Evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Guaranteed Maximum Price.

§12.8.7 – Failure or refusal by Design-Builder to perform the Work in accordance with the Contract Documents.

§12.8.8 – Damage to Owner or to a third-party to whom Owner is, or may be, liable for property damage, personal injury, and/or claims arising out of the subject matter of this Contract and for which there is no insurance coverage insuring Owner for such liability.

§12.8.9 – Any situation or condition exists which, as set forth elsewhere herein or in the Contract Documents, reasonably justifies the withholding of payments. In the event that any of the foregoing conditions exist, Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the sole judgment of Owner's Representative to satisfy, discharge, and defend against such claims and to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

§12.9 – Disputed Pay Requests. In the event Owner's Representative disagrees with or questions all or any portion of any pay request, the amount due to Design-Builder, or the sufficiency of the information and documentation submitted by Design-Builder, Owner's Representative shall notify Design-Builder in writing within ten (10) days of any request for payment by Design-Builder and Owner shall pay the undisputed parts of such pay request. If Owner's Representative and Design-Builder are able to agree on the amount due under the disputed part of any pay request, payment will be made to Design-Builder within the time provided by Paragraph 12.7 herein, or ten (10) working days after receipt of a new pay request representing the agreed amount, whichever is later.

§12.10 – Conditions Precedent to Payment. In addition to all other conditions contained herein, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Design-Builder not be in material breach of this contract or in breach of any warranty made

therein; (b) Design-Builder has submitted all monthly updated Construction Schedules, Monthly Reports, and Skate Park Project cost summaries required by this Contract; and (c) Design-Builder has submitted its pay requests and backup documentation in the time, form, and manner required by this Contract.

§12.11 – Non-Waiver of Claims for Defective Work. Neither entrance, inspection, nor use of the Skate Park Project by Owner or its representatives nor any payment (whether final or otherwise) made by Owner shall be construed as an acceptance of defective or nonconforming Work nor shall such entrance, inspection, use, or payment release Design-Builder from any of its obligations under the Contract Documents.

ARTICLE 13 **CHANGE ORDERS AND EXTRA WORK**

§13.1 – Change Orders; General Terms. Change Orders must be signed by both Design-Builder and Owner to be effective and incorporated as a part of the Contract Documents and, notwithstanding this requirement, a Change Order shall not be effective until the date of its execution by the Owner. The following special conditions shall apply to Change Orders:

- (a) *Extension of Time:* All such work shall be executed under the conditions of the Contract Documents as originally executed and no extension of time will be allowed unless it is shown to the reasonable satisfaction of the Owner that the change would cause a delay to the critical path of the Skate Park Project.
- (b) *Pricing:* In the event a change in the amount of the Guaranteed Maximum Price as set forth in Article 5 herein is requested by Design-Builder, the Design-Builder shall submit, along with the change order request or claim under Paragraph 14.2 herein, detailed information in accordance with Paragraph 13.2 herein, including billing statements, price quotes and receipts, justifying the Design-Builder's claim for a change in the Guaranteed Maximum Price for review and approval by the Owner. Absent an Owner Directed Adjustment in the scope of the Work to be performed for the Skate Park Project, the Owner retains sole and unilateral discretion to approve a requested change in pricing by Change Order. It is the essence of this guaranteed maximum pricing contract that Design-Builder agrees to perform whatever work is necessary to fully construct and timely deliver the Skate Park Project to the Owner, suitable for occupancy and Owner's intended uses, regardless of whether Owner approves Design-Builder's requested change in pricing, so long as the Work performed is necessitated or reasonably implied by the scope of Work as created by the Design-Builder during the Design Phase of the Contract.

The Design-Builder will not be entitled to additional delay damages in the event the Contract is delayed as a result of a change except as approved through a Change Order executed in accordance with the terms of this Contract.

§13.2 – Increase or Decrease in Contract Amount. With each Design-Builder proposal for a change involving an increase or decrease in the amount of the Guaranteed Maximum Price, including a claim for Extra Work, the Design-Builder shall submit an itemized breakdown, to

include but not be limited to the following, related only to this Skate Park Project:

- (a) Material quantities and unit prices separated into trades.
- (b) Labor costs.
- (c) Construction equipment. and
- (d) In the case of a proposal for an increase, overhead/fee, bonds and insurance (maximum 8% combined).

Provided that Design-Builder shall not be allowed an increase in the amount of the Guaranteed Maximum Price as set forth in Article 5 herein due to personnel, labor, and subcontractor price increases regardless of cause. Further, Design-Builder shall not be allowed an increase in the amount of the Guaranteed Maximum Price due to contracting/employment decisions concerning subcontractors and subconsultants, either to engage or terminate the same, whether such decisions are made at the express recommendations or directions of Owner or otherwise. Design-Builder shall also not be allowed any materials amounts for items that may be directly purchased by Owner, nor shall Design-Builder be allowed any percentage mark-up for materials incorporated that are directly purchased by Owner.

§13.3 – Extra Work. The Design-Builder shall notify all Subcontractors of the following, which shall also apply to the Design-Builder.

- (a) Written Authority: No claims for “Extra Work” will be allowed unless written authority has been obtained from the Owner. Should the Design-Builder or any Subcontractors start any “Extra Work” without having prior written approval, such work will be construed as part of the Work required under the Contract, and no claim for “extras” will be considered or allowed.
- (b) Claim Submission Required: The Subcontractor shall submit any claims for “extras” or additions to the Design-Builder. The Design-Builder shall immediately submit justification to the Owner for consideration in accordance with Paragraph 14.2 herein.
- (c) Determination of Value: The value of any Extra Work shall be determined in one or more of the following ways:
 - 1. By estimate and acceptance in a lump sum; or
 - 2. By unit prices named in the Contract Documents or subsequently agreed upon.

In the event the Design-Builder and Owner cannot agree on a fixed price for Extra Work, the Design-Builder shall complete the work and be paid at cost plus nine percent (9%). Alternatively, the Owner may elect to have another contractor perform that portion of the work affected by the change.

- (d) *Work as Directed:* All Extra Work done shall be performed as specified by the Owner subject to and without waiving the provisions of Paragraph 5.8 of this Contract.
- (e) *Payment for Special Items:* Payment for Special Items shall be made in the following manner:
 - 1. *Materials.* The Design-Builder shall receive the actual cost of materials used as shown by the original receipted bills, to which an agreed-upon percentage mark-up shall be added, *provided* that Design-Builder shall not be entitled to any materials amounts for items that may be directly purchased by Owner, nor shall Design-Builder be entitled to receive any percentage mark-up for materials incorporated in the Extra Work that are directly purchased by Owner.
 - 2. *Rentals.* The Design-Builder shall receive a reasonable rental rate for any special equipment or machinery required to perform the Extra Work (said rental rate shall be agreed upon in writing prior to performing the work, to which sum no percentage shall be added and said rental rate shall not exceed the lesser of rates charged by local rental agencies or as provided in the latest current construction equipment rental schedule as published by Associated General Contractors).

§13.4 – Owner’s Right to Audit Books. The Owner will have the right to audit all requests for payment on a cost plus basis. The Design-Builder shall cooperate in all respects in providing all information needed to complete any audit.

§13.5 – Time and Material Report. The Design-Builder shall keep a careful record of all labor and material used in connection with the Work which shall be supported by a daily time and material report. Time and material reports shall be in addition to the Design-Builder’s general Skate Park Project records. Time and material records must be made on the mutually agreeable proper form found in the Skate Park Project Binder, and must be available to the Owner and Owner’s representative at all times. All requests for payment for items other than lump sum items must be compiled from said records, broken down sufficiently to be checked by the Owner against the Design-Builder’s Daily Record.

ARTICLE 14 **CLAIMS BY DESIGN-BUILDER**

§14.1 – Claims Generally; Contract Times. All claims against Owner or applications for an extension of any of the Contract Times shall be initiated by a written claim submitted by Design-Builder to the Owner’s representative. Such claims shall be submitted to, and received by, Owner’s representative not later than fourteen (14) days after the event, or the first appearance of the circumstances or conditions, giving rise to the claim, and same shall set forth in detail all known facts supporting the claim. Oral claim submissions even if documented by meeting minutes or otherwise, shall not satisfy this requirement and will not be considered. Submission of this written claim is a material condition of this Contract and failure to timely comply with this requirement will result in automatic denial of the claim regardless of the merits or substance. Design-Builder and Owner shall continue their performance under the Contract

Documents regardless of the existence of any claims submitted by Design-Builder.

§14.2 – Claims for Additional Compensation. In the event Design-Builder seeks to make a claim for an increase in its compensation, and/or an adjustment of the Guaranteed Maximum Price, Design-Builder shall comply with the requirements of Paragraph 14.1 and such claim shall be made by Design-Builder before proceeding to execute any additional or changed work. Failure to satisfy this condition shall constitute a waiver by Design-Builder of any claim for additional compensation. Any liability of the Owner or Design-Builder for claims or damages from or against one another shall be limited to actual and reasonable direct costs incurred by the claiming party, except for Owner's damages resulting from Design-Builder's delays in achieving Substantial Completion, which damages shall be liquidated as provided in Paragraph 4.3(e) herein. In the event that the Design-Builder is delayed such that it cannot perform the work of the Skate Park Project called for under the Contract Documents as the result of any act or omission by the Owner or an Owner-authorized person acting on behalf of the Owner, Design-Builder shall be entitled to recover damages for extended general conditions. **Other than as provided herein in this Paragraph, the Design-Builder will not be entitled to delay damages incurred as a result of delay, regardless of cause.** Provided further that Design-Builder specifically acknowledges that the start of construction and the Commencement of Construction Phase Work may be delayed up to sixty (60) days from date of execution of the Guaranteed Maximum Price Amendment due to outstanding regulatory approvals and the issuance of permits. Design-Builder waives any claims for additional compensation with regard to this delay pending receipt of written authorization from Owner allowing Design-Builder to purchase materials and equipment as required to mitigate escalation costs. In no event shall Owner be liable to the Design-Builder for any form of special, indirect or consequential damages of any kind, however the same may be caused, including, without limitation, the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), liability or otherwise of Owner or others. No change in Design-Builder's compensation, nor adjustment of the Guaranteed Maximum Price, shall be made except by Change Order issued in accordance with the terms of this contract.

§14.3 – Extensions of Time. In the event Design-Builder should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or an Owner-authorized person acting in the Owner's behalf, or by Owner Directed Adjustment in the Scope of Work, or by any of the Acts of God enumerated in Paragraph 4.1 herein, the Substantial Completion Date, or as applicable, the date for Final Completion, may be appropriately adjusted by the Owner upon the written claim of the Design-Builder to the Owner. A "task is critical" within the meaning of this Paragraph if, and only if, said task is on the critical path of the Skate Park Project schedule so that a delay in performing such task will delay the ultimate completion of the Skate Park Project. Any claim for an extension of time by the Design-Builder shall comply with the requirements of Paragraph 14.1 above. If the Design-Builder fails to make such claim as required by this Article, any claim for an extension of time shall be waived. **Design-Builder shall not be entitled to delay damages, as a result of delay, regardless of cause, in the event Design-Builder fails to make a claim as required by this Article.**

§14.4 – Claims for Concealed or Unknown Conditions. In the event the Design-Builder

discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Skate Park Project, the Design-Builder's compensation and the Guaranteed Maximum Price may be modified, either upward or downward, upon the written claim made by either party within fourteen (14) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Design-Builder due to concealed and unknown conditions, the Design-Builder must give the Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Design-Builder to give the written notice and make the claim as provided by this Paragraph shall constitute a waiver by the Design-Builder of any rights arising out of or relating to such concealed and unknown condition.

ARTICLE 15 **PAYMENT AND PERFORMANCE BONDS**

§15.1 – Execution of Payment and Performance Bonds. Unless excluded by further Amendment to the Contract Documents, the Design-Builder submitting the successful bid shall furnish a satisfactory payment and performance bonds with a corporate surety insurer authorized to do business in the State of Florida within ten (10) calendar days from the date of the execution by Owner and Design-Builder of this Agreement. The bond shall be written for one hundred percent (100%) of the Guaranteed Maximum Price.

§15.1.1 – *Owner's Form.* The Owner shall provide the form for the performance and payment bonds for execution by the Design-Builder and the Surety in the Skate Park Project Binder.

§15.1.2 – *Guarantee.* The performance and payment bonds shall be conditioned to both perform the Contract and guarantee payment of all legitimate invoices for labor and materials in the performance of the Work, including the warranty against faulty work and materials for a period of one year from the issuance of a Certificate of Final Completion and acceptance by the Owner.

§15.1.3 – *Surety Rating.* The performance and payment bond shall be acceptable to the Owner only if the surety insurer is “rated” with a current Best's rating of Excellent (A or A-) or Superior (A+) and holds a current Department of the Treasury Certificate of Authority as Acceptable Surety with an underwriting limitation of at least two times the dollar amount of the contract.

§15.1.4 – *Execution by Surety.* All bonds must be executed under corporate seal of the surety insurer and countersigned on behalf of the surety by its qualified resident agent or attorney-in-fact with proof of power attached.

§15.1.5 – *Default.* In case of default on the part of the Design-Builder, actions for all expenses incident to ascertaining and collecting losses under the bond shall lie against the bond, including architectural, and legal services.

ARTICLE 16
DESIGN-BUILDER'S PERSONNEL AND SUBCONTRACTORS

§16.1 – Personnel. Design-Builder shall assign only qualified personnel to perform the Services. At the time of execution of this Contract, the parties anticipate that the individuals named in Exhibit ‘B’, attached hereto (“List of Key Personnel”), will perform those functions indicated. So long as the individuals named in Exhibit ‘B’ remain actively employed or retained by Design-Builder or its affiliates or subsidiaries, and Owner does not require removal as provided in Paragraph 16.2, they shall perform the functions indicated next to their names. Design-Builder shall not remove or substitute such personnel without Owner’s written approval, which shall not be unreasonably withheld.

§16.2 – Removal of Personnel and Subcontractors. If, at any time during the course of the Skate Park Project, Owner’s Representative reasonably determines that the performance of any member of Design-Builder’s staff or any of Design-Builder’s Subcontractors or consultants working on the Skate Park Project is unsatisfactory, Owner may, in writing, require Design-Builder to remove such staff member or terminate such Subcontractor or consultant from the Skate Park Project immediately and replace the staff member, Subcontractor or consultant. Owner agrees to supplement the Guaranteed Maximum Price, by Owner-directed Change Order, with the reasonable amount of additional costs, if any, incurred by Design-Builder in replacing a Subcontractor or consultant only.

§16.3 – Employment Taxes. Design-Builder shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

ARTICLE 17
INDEMNIFICATION

§17.1 – General Indemnity. For and in consideration of the sum of \$500.00 which is deemed by Design-Builder to be included in payments received pursuant to the Guaranteed Maximum Price, Design-Builder shall indemnify and hold Owner harmless from and against any and all liability, claims, loss, damages, costs and expense, including attorneys’ fees (including attorney’s fees on appeal) and expenses, and fees and expenses of experts, arising out of or resulting from any and all negligent, reckless, and/or intentional acts or omissions, or both, of Design-Builder, or other persons employed and/or utilized by the Design-Builder in the performance of this contract, including but not limited to Design-Builder’s Subcontractors, and the employees, agents, and consultants of any of them. In the event Owner is alleged to be liable to any person or entity on account of alleged acts or omissions, or both, of Design-Builder, or other persons employed and/or utilized by the Design-Builder in the performance of this contract, including but not limited to Design-Builder’s Subcontractors, or the employees, agents, and consultants of any of them, Design-Builder shall defend Owner against such allegations through counsel acceptable to Owner, and Design-Builder shall bear all costs, fees and expenses of such defense, including but not limited to, attorneys’ fees and expenses, court costs, and expert witness fees and expenses, and any resulting settlement, judgment, or award. This duty to indemnify and defend Owner shall apply to, claims for bodily injury (including death), and for

damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person. Design-Builder is not, however, obligated to indemnify Owner from or against Owner's own negligence. Should Design-Builder fail to perform its duties to defend and indemnify Owner as required herein, Owner may defend or settle such claims as it deems prudent, in exercise of reasonable judgment, and Design-Builder agrees to be bound by any such defense, settlement, judgment, or award that may result from such action by Owner. This indemnification to Owner is given by Design-Builder in accordance with §§725.06 and 725.08, Florida Statutes (2015). The monetary limit on the Construction Activities Indemnification given herein by Design-Builder, in accordance with §725.06(1), Florida Statutes (2015) shall be not less than One Million Dollars and no cents (\$1,000,000.00), which sum is deemed by Design-Builder to have a reasonable commercial relationship to the performance of the Work and Services pursuant to the Contract Documents.

ARTICLE 18 **INSURANCE**

§18.1 – Insurance Requirements. Design-Builder shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Owner, the types and amounts of insurance conforming to the minimum requirements set forth herein. Design-Builder shall not commence the work described under this contract until either (1) the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to, and approved by, the Owner; or (2) a program of self-insurance has been approved by the Owner. As evidence of compliance with the insurance required herein, the Design-Builder shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability, signed by an authorized representative of the insurer(s) verifying inclusion of the Owner and its members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to Owner, Design-Builder shall, within thirty (30) days after receipt of a written request from Owner, provide Owner with a certified copy or certified copies of the policy or policies providing the coverage required herein. Design-Builder may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required herein.

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Owner.

Until such insurance is no longer required by this Contract, the Design-Builder shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation/Employers' Liability: Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the

National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$2,000,000	(Each Accident)
	\$2,000,000	(Disease-Policy Limit)
	\$2,000,000	(Disease-Each Employee)

Commercial General Liability: Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below.

The Owner and its members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability: Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$2,000,000
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Additional General Conditions: The insurance or any self-insurance maintained in lieu of the required insurance, provided by the Design-Builder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Owner shall be excess of, and shall not contribute with, the insurance provided by the Design-Builder.

Except as specifically authorized by Owner or otherwise specifically authorized in this Contract, no deductible or self-insured retention for any required insurance provided by Design-

Builder pursuant to this Agreement will be allowed. Subject to the approval of the Owner for which such approval shall not be unreasonably withheld by the Owner, the Design-Builder may be permitted to meet the above described insurance requirements through the use of self-insured retentions, deductibles or other form of self-insurance. Provided however that, to the extent that the Design-Builder is permitted to utilize self-insured retentions, deductibles or other form of self-insurance for any required insurance coverage, the Design-Builder shall retain the risk of any uninsured loss, which would have been recoverable under the required insurance, and will continue to be responsible for paying any amounts which would be or would have been payable under the required insurance policies as if such policies had been purchased and kept in force by the Design-Builder without any applicable self-insured retention, deductible or other form of self-insurance. This obligation to pay amounts which would have been payable under the required insurance shall include any obligation to extend such coverage to the Owner as an additional insured.

Compliance with these insurance requirements shall not limit the liability of the Design-Builder. Any remedy provided to the Owner by the insurance provided by the Design-Builder shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Design-Builder) available to the Owner under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Design-Builder shall relieve the Design-Builder from responsibility to provide insurance as required by this Contract.

Certificates of Insurance must be completed as follows:

Certificate Holder:

City of Winter Haven
Attn: Risk Manager
451 Third Street NW
Winter Haven, FL 33831

Additional Insured on the Commercial General Liability:

“City of Winter Haven and its officials, officers and employees.”

§18.2 – Professional Liability Insurance. Design-Builder shall provide, on a form acceptable to Owner, professional liability insurance which shall cover Design-Builder for those sources of liability arising out of the rendering or failure to render professional services in the performance of the work including any hold harmless and/or indemnification agreement. Design-Builder shall provide and maintain such professional liability insurance from the inception of services and until completion of all work required under this Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million

Dollars and no cents (\$1,000,000.00) Each Claim/Annual Aggregate. The maximum allowable deductible shall be Twenty Five Thousand Dollars and no cents (\$25,000.00) Each Claim.

If Design-Builder subcontracts any of the work, the selected firm shall either include the Subcontractors in Design-Builder's coverage or require the Subcontractors to maintain Professional Liability coverage as described herein.

§18.3 – Builder's Risk Coverage. Design-Builder shall procure a policy of "Builder's Risk Coverage" from an insurer licensed to do business in the State of Florida, naming the City of Winter Haven as an additional insured, which shall include the perils of fire, extended coverages, vandalism, and malicious mischief. This coverage shall be maintained at one hundred percent (100%) of the value at risk for the full term of construction and until accepted by the Owner. Owner shall provide Builder's Risk coverage for all materials purchased through Owner's Direct Purchase Program in accordance with requirements to qualify for state sales tax savings.

- (a) Builder's Risk coverage is required on all new building construction including additions to existing buildings.
- (b) The Owner will provide coverage for remodeling or renovation work to protect only the Owner against loss caused by perils of fire, vandalism, malicious mischief and those included in extended coverage to the full insurable value thereof.
- (c) For projects involving both new construction and remodeling or renovation, the Design-Builder is required to provide Builder's Risk coverage for the new construction portion of the Work.
- (d) For remodeling or renovation work, the Design-Builder is required to provide an "installation floater" or other insurance coverage suitable to the Owner for protection of materials and equipment in transit and in storage at the site or other locations until said materials and equipment become incorporated into the Owner's existing structure.

The Design-Builder shall furnish the original policies or standard form of certificates to the Owner prior to commencing work under the Contract as evidence of the required insurance coverage outlined in the Contract Documents, together with assurance that said insurance coverage shall not materially change, lapse or be canceled during the work covered thereby without giving the Owner thirty days written notice of the intention to change, lapse or cancel same.

ARTICLE 19 **SUSPENSION OF WORK**

§19.1 – Suspension of Work. Owner may for any reason whatsoever suspend, in whole or in part, performance of the Work and Design-Builder's performance under this Contract. Owner's Representative shall give written notice of such suspension to Design-Builder specifying when such suspension shall be effective and the scope of the Work and the Services

affected by such suspension.

§19.2 – Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner, Design-Builder shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the suspended portion of the Work or the Services. From and upon the effective date of any suspension ordered by Owner, Design-Builder shall cease performing Services under this Contract, and shall cause all Subcontractors to cease performing Work, related to the suspended portion of the Work or the Services, and shall utilize its best efforts to mitigate its costs resulting from the suspension.

§19.3 – Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing signed by Owner, and Design-Builder shall promptly resume performance of the Services and cause the Subcontractors to resume performance of the Work, unless, prior to receiving the notice to resume, Design-Builder has exercised its right of termination as provided in Paragraph 20.8 herein.

§19.4 – Claim For Costs of Suspension. In the event the suspension or termination is not caused by the failure of the Design-Builder to comply with the terms of this Contract, within twenty (20) days after either the resumption of the suspended portion of the Work or Services or the termination of this Contract by Design-Builder pursuant to Paragraph 20.8, Design-Builder shall submit an itemization of the following cost items reasonably and necessarily expended by Design-Builder as a direct result of the suspension, together with pricing or other data required by Owner's Representative:

- (a) Salaries of Design-Builder's home or branch office employees, or both, but only to the extent that such employees were directly impacted by said suspension;
- (b) Salaries of Design-Builder's field employees, costs of construction tools, equipment, and field office costs;
- (c) Subcontract costs reasonably and unavoidably incurred on account of the suspension;
- (d) Any other items directly related to the suspended part of the Services or the Work.

Design-Builder's failure to provide such itemized information within such twenty (20) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Design-Builder's work under this Contract. Owner shall promptly review Design-Builder's itemization and shall issue a Change Order providing for payment to Design-Builder of such amounts, and only such amounts, listed above as may be due on account of the suspension and increasing the Guaranteed Maximum Price by like amount. In no event shall Design-Builder be entitled to lost profits, other consequential damages, delay damages or any items of damage related to or resulting from a suspension of the Services or of the Work except for those items enumerated in this Paragraph. For each day the Skate Park Project is suspended, Design-Builder shall be entitled to the same number of additional days to complete the Skate Park Project, *provided that* Design-Builder will not be entitled to additional compensation if suspension or termination is caused by the failure of the Design-Builder to comply with the terms of the

Contract.

ARTICLE 20
TERMINATION

§20.1 – Termination for Convenience. Owner may for any reason whatsoever terminate performance of the Services, the Work, this contract, or any part of any of them, for Owner's convenience. Owner shall give written notice of such termination to Design-Builder specifying when termination becomes effective and the scope thereof.

§20.2 – Ceasing Performance upon Termination. From and after the effective date of any termination for convenience, Design-Builder shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the terminated portion of the Work or Services. From and after the effective date of any termination for convenience, Design-Builder shall cease performance and cause the Subcontractors to cease performance, to the extent of the terminated portion of the Work or Services. In the event of termination of this Contract for convenience, Design-Builder shall terminate outstanding Subcontracts and purchase orders related to the terminated portion of the Work or Services unless directed to do otherwise in writing by Owner. Owner may direct Design-Builder to assign, and Design-Builder hereby agrees to assign Design-Builder's right, title and interest under open or terminated Subcontracts to Owner or its designee. Unless directed otherwise in writing by Owner, Design-Builder shall settle the liabilities and claims arising out of the termination of the Subcontracts. If requested in writing by Owner, Design-Builder shall vacate the Skate Park Project site immediately.

§20.3 – Submission of Termination Claim. In the event of termination of all or any part of the Services, the Work or this Contract for convenience, Design-Builder shall, within ninety (90) days after the effective date of termination, submit a written notice of claim to Owner specifying the amounts due because of the termination together with costs, pricing, and other supporting documentation or data required by Owner's Representative. Design-Builder's failure to file a notice of claim within such ninety (90) day period shall constitute a waiver of any claim to compensation relating to the termination. If a proper termination claim is submitted, then Owner shall pay Design-Builder an amount derived in accordance with Paragraph 20.4 herein. Claims submitted under this Article shall not be subject to the procedure set forth for Claims in Article 14.

§20.4 – Compensation for Termination for Convenience. As full compensation due to Design-Builder for any termination for convenience, including any amounts due to a Subcontractor on account of such termination, Owner shall, pay Design-Builder the following amounts:

- (a) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to the order of termination;
- (b) The unpaid portion of Design-Builder's profit earned to the date of termination as determined by the terms of Paragraph 12.1 herein;

- (c) If it appears that the Design-Builder would not have profited, would have sustained a loss, or that its fees would have been diminished if the entire Contract would have been completed, no fees shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any, notwithstanding the provisions of subparagraph (a) and (b) of this Paragraph.
- (d) The total sum to be paid the Design-Builder under this Paragraph shall not exceed the Guaranteed Maximum Price, as properly adjusted, reduced by the amounts of payments otherwise made, and shall in no event include duplication of payment.

Provided, that in no event shall Design-Builder be entitled to recover from Owner, on its own account or on behalf of a Subcontractor, lost profits or other consequential damages, whether its own or those of a Subcontractor, on account of a termination for convenience or an erroneous termination for cause, as described below.

§20.5 – Termination for Cause. If Design-Builder refuses or fails to perform its Services and duties under this contract in a timely manner, supply enough properly skilled supervisory personnel, labor or proper equipment or materials, make prompt payment to its Subcontractors, suppliers, employees, or consultants, or comply with Applicable Laws, or if Design-Builder is otherwise guilty of a material breach of any of the terms of the Contract Documents or any warranty made herein, then Owner may, after ten (10) days written notice of default, and without prejudice to any other right or remedy, terminate the Contract with Design-Builder, in whole or in part, and take possession of the Skate Park Project site, the Contract Documents, Subcontracts, Skate Park Project documentation in the possession of Design-Builder, and all equipment and materials at the site.

§20.6 – Erroneous Termination for Cause. In the event the Contract with Design-Builder is terminated by Owner for cause and it is subsequently determined by, a court or other tribunal of competent jurisdiction, that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 20.1 and the provisions of Paragraph 20.4 regarding Convenience Compensation shall apply.

§20.7 – Completion by Owner and Survival of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the terminated portion of the Work and the Services by whatever means Owner deems most expedient. Design-Builder's obligations and all provisions of this Contract shall continue in full force and effect as to all Work or Services performed prior to the effective date of the termination and as to that portion of the Work and Services not affected by the termination.

§20.8 – Design-Builder's Right to Terminate. The Design-Builder may stop work or terminate the Contract under the following conditions:

- (a) *Public Authority.* Should the work be stopped by any public authority for a period of thirty days or more through no fault of the Design-Builder.
- (b) *Owner's Action.* Should the work be stopped through act or neglect of the Owner for a

period of twenty-one days or more.

- (c) *Failure to Pay.* Should the Owner fail to pay the Design-Builder any approved payment within fifteen days after it is due.

In the event that Design-Builder stops the work due to any of the above events, the Design-Builder shall give seven days written notice to the Owner and recover from the Owner payment for all work executed which shall include losses sustained and reasonable profits.

ARTICLE 21

ENVIRONMENTAL CONSIDERATIONS

§21.1 – Environmental Licenses, Certifications, & Permits. Design-Builder covenants and agrees that during the term of the Contract and any extensions or renewals thereof, all of its employees, agents, representatives, and Subcontractors, if any, performing Work will have the requisite skills, licenses, certifications, training, permits and the like mandated by all applicable federal, state and local governing authorities with jurisdiction over environmental matters. Design-Builder agrees to provide to Owner's Representative evidence of compliance with the requirements of this Paragraph upon demand.

§21.2 – Environmental Laws. Design-Builder, its Subcontractors, representatives, employees, and/or agents shall comply with all federal, state, and local laws, rules, and ordinances relating to environmental protection governing the Work.

§21.3 – Termination. Design-Builder agrees that a material breach of any of the terms, conditions, and obligations of this Article would be detrimental to Owner, a material breach of this Contract and grounds for Owner's immediate termination of the Contract.

§21.4 – Application with Other Provisions. The provisions of this Article shall operate in addition to, and not in limitation of, any other obligations contained in the Contract Documents.

§21.5 – Existing Site Conditions. Notwithstanding any provision of this Contract to the contrary, Design-Builder is not assuming or otherwise agreeing to be responsible for any obligation or liability that is attributable to or caused by any subsurface soil condition that exists as of the date of this Contract and is not discovered by examination by Design-Builder during the Design Phase. Owner shall be responsible for any loss or damage resulting from any such undiscovered condition.

ARTICLE 22

MISCELLANEOUS

§22.1 – Design-Builder shall maintain a website accessible by the public with updates on the design and construction status for the Skate Park Project during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Design-Build Contract as of the date first above written.

EVERETT WHITEHEAD & SON, INC.,
a Florida corporation

CITY OF WINTER HAVEN, FLORIDA

Signature _____

BY: _____
Mike Herr, City Manager

Printed Name: E. Ryan Whitehead

ATTEST:

Title: President

Federal Tax ID Number:591394761

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
Frederick J. Murphy, Jr., City Attorney

EXHIBIT "A"

*Guaranteed Maximum Price Amendment to
Design-Build Contract
Between*

the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

This "**Guaranteed Maximum Price Amendment**" (hereafter "Amendment") to the existing June ____, 2019 Design-Build Contract between the **City of Winter Haven**, a Florida municipal corporation (hereafter "City" or "Owner") and **Everett Whitehead & Son, Inc.**, a Florida corporation (hereafter "Whitehead" or "Design-Builder") is made and entered into this ____ day of ____, 2019.

W I T N E S S E T H:

WHEREAS, on June 24, 2019, the City and Whitehead entered into the aforementioned Design-Build Contract for the purposes therein described, including but not limited to, the provision of Design Phase Work and Construction Phase Services by Whitehead regarding the "Skate Park Project; and

WHEREAS, City and Whitehead wish to amend their current contractual relationship in order to (a) describe the necessary specific Construction Phase Services required by the City for the Skate Park Project, and (b) establish the specific framework for construction of the Skate Park Project including specifications, timelines, and other conditions; and

WHEREAS, City and Whitehead intend this Amendment to supplement the previous statements of their ongoing relationship in regard to the design and construction of the City's Skate Park Project;

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Whitehead, the parties agree to amend their June 24, 2019, Design-Build Contract (hereafter "Agreement") as follows:

ARTICLE 1 – GENERAL PROVISIONS

§1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by the parties as true and correct statements forming the factual basis for entry into this Amendment to the existing Agreement between Owner and Design-Builder.

§1.2 Construction of Amendment. The parties agree that if anything in the Contract Documents, is inconsistent with the terms and conditions of this Amendment, this Amendment shall control. Paragraphs, provisions, and sections or subsections modified by this Amendment shall read as set forth herein. All terms and conditions of the Contract Documents shall be read so as to give the provisions of this Amendment full force and effect.

§1.3 Severability. Should a court or other competent authority render invalid any

provision of the Amendment, the parties agree that this shall not in any manner affect the enforceability of the other provisions of the Agreement or Amendment.

§1.4 Merger. The Contract between the Owner and Design-Builder, evidenced by the Contract Documents as a complete set (to include this Amendment), represents the entire agreement between Owner and Design-Builder and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to properly issued Change Orders, the Contract may be amended only by written instrument signed by both Owner and Design-Builder and approved by the Owner's governing body.

ARTICLE II – GUARANTEED MAXIMUM PRICE

§2.1 Whitehead shall provide all Construction Work for the Skate Park Project in accordance with the Design for the Skate Park Project and all related materials including, but not limited to, design documents, concept drawings, plans, materials documents and specifications developed by Design-Builder during the Design Phase of this Skate Park Project and as approved by Owner as well as the terms of the Design-Build Agreement entered into between Owner and Whitehead on June 24, 2019, for a Guaranteed Maximum Price not to exceed _____ plus any change orders issued in accordance with the Design-Build Agreement and less any Owner credits as described in the Design-Build Agreement.

§2.2 The terms of the Design-Build Agreement entered into between the Owner and Design-Builder dated June 24, 2019, to the extent not amended herein are incorporated by reference into this Agreement and shall remain in full force and effect including but not limited to the provisions of Article 5 of the Design-Build Agreement dealing with the Guaranteed Maximum Price, it being intended that the provisions of this Amendment are deemed to be supplementary to all provisions in the Design-Build Agreement entered into between Owner and Design-Builder dated June 24, 2019.

(the rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Maximum Price Amendment as of the date first above written.

EVERETT WHITEHEAD & SON, INC.,
a Florida corporation

CITY OF WINTER HAVEN, FLORIDA

Signature _____

BY: _____
Mike Herr, City Manager

Printed Name _____

ATTEST:

Title _____

Federal Tax ID number: _____

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
Frederick J. Murphy, Jr., City Attorney

WINTER HAVEN

The Chain of Lakes City

November 19, 2018

REQUEST FOR QUALIFICATIONS RFQ-18-52

Sealed responses marked **"Re-Bid – Design Build Services for Skate Park"** will be received by the City of Winter Haven until **2:00 P.M., January 3, 2019**, at the office of the Financial Services Department, 551 3rd St NW, Winter Haven, Florida 33881, for the following:

"Re-Bid – Design Build Services for Skate Park"

At that time, responses will be publicly opened and read aloud in the City Hall Annex Conference Room.

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Bidders shall submit one (1) **unbound, single sided original** and eight (8) copies.

A **Mandatory** Pre-Bid Conference will be held at John Fuller Auditorium, City Hall, 451 Third St NW, Winter Haven, FL 33881, at **10:00 A.M., December 13, 2018**, for the purpose of answering any questions bidders may have in reference to the project. **Failure to attend the Mandatory Pre-Bid Conference will disqualify a potential bidder.**

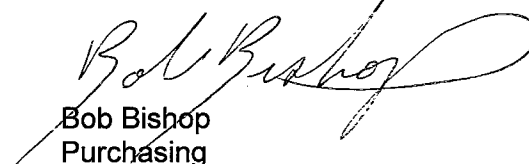
Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions concerning this bid must be submitted in writing on or before 2:00 p.m., December 27, 2018, to Bob Bishop at bbishop@mywinterhaven.com Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this bid. **W-9** should be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above. The City's EEO plan is available and can be viewed at [https://www.egovlink.com/public_documents300/winterhaven/published_documents/Winter%20Haven/Equal%20Employment%20Opportunity%20\(EEO\)/2016-2018%20%20Equal%20Employment%20Opportunity%20Plan.pdf](https://www.egovlink.com/public_documents300/winterhaven/published_documents/Winter%20Haven/Equal%20Employment%20Opportunity%20(EEO)/2016-2018%20%20Equal%20Employment%20Opportunity%20Plan.pdf)

Sincerely,
CITY OF WINTER HAVEN



Bob Bishop
Purchasing

LEGAL ADVERTISEMENT
REQUEST FOR QUALIFICATIONS
RFQ-18-52

Sealed proposals will be received by the City of Winter Haven until **2:00 P.M., January 3, 2019**, at the office of the Financial Services Department, 551 3rd St NW, Winter Haven, Florida 33881, for the following:

“Re-Bid – Design Build Services for Skate Park”

Copies of the RFQ are available at the following website:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID>


A **Mandatory** Pre-Bid Conference will be held at John Fuller Auditorium, City Hall, 451 Third St NW, Winter Haven, FL 33881, at **10:00 A.M., December 13, 2018**, for the purpose of answering any questions bidders may have in reference to the project. **Failure to attend the Mandatory Pre-Bid Conference will disqualify a potential bidder.**

The responses specified shall be furnished in accordance with the RFQ, Specifications, and any other documents prepared for this bid.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN


Bob Bishop
Purchasing

Advertise: November 23, 2018

RFQ-18-52 / Re-Bid - Design Build Services for Skate Park

1.0 INTRODUCTION

- 1.1 The City of Winter Haven (CITY) is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of a "Skate Park". The estimated commencement for the project (design) is yet to be determined, but anticipated for July 2019. Construction will commence immediately upon agreement on the design and Guaranteed Maximum Price. Substantial and Final Completion will be established based on design.
- 1.2 The project information included in this RFQ Submittal is preliminary in nature. There is no work guaranteed as a result of being shortlisted or top-ranked through this solicitation.
- 1.3 All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.

2.0 BACKGROUND

- 2.1 The City of Winter Haven proposes the design and construction of a Skate Park on the west side of the existing Martin Luther King Jr. Park located on South Lake Silver Drive in Winter Haven. The project being contemplated includes the Skate Park, parking facilities and hardscape/landscape features. The project does not include restrooms as these already exist on the site.
- 2.2 The CITY has tentatively opted to use the "Qualifications-Based Selection" Design-Build process for the delivery of design services and construction services for this project. For information, the Design Criteria Package is included with this request.
- 2.3 The CITY proposes to select a highly qualified Design-Build team for the design and construction of the project. The selected firm must be willing and able to provide reasonable proposals within short time frames and must be prepared to commence and complete the work in accordance with the City's required schedule.

3.0 RFQ PROCESS

- 3.1 The selection process will involve a staged proposal review to minimize Proposers' costs in preparing initial qualification proposals and expedite the review process. Interested Proposers will initially submit a written qualifications proposal (in response to this RFQ) which will be the basis for short-listing the most qualified firms.
- 3.2 The CITY will use a Professional Services Committee (PSC) for recommendations in the design-build selection process. The PSC will consist of the following members:
 - 1) Mayor Brad Dantzler, Commission Liaison
 - 2) Travis W. Edwards, Parks, Recreation & Culture Department Director
 - 3) Scott Eilers, Athletic Superintendent
 - 4) Steve Pruitt, Parks, Grounds & Cemetery Superintendent
 - 5) Pam Page, Current Neighboring Facility Operator
 - 6) Eric Labbe, Planning Manager
 - 7) Amin Hanhan, City Engineer
 - 8) Robert Loftus, Citizen Appointment
- 3.3 The intent of the initial qualifications proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.

- 3.4 Based upon a review of these qualification proposals, the most qualified firms/teams will be short-listed and may be requested to make oral presentations to the PSC regarding their qualifications, approach to the project, and ability to furnish the required services. Each short-listed proposer will be required to provide a statement from an A- or better surety company describing the Proposer's bonding capacity.
- 3.5 After review of the Statements of Qualifications, short-listing of the most qualified firms/teams and oral presentations (if any), the PSC will recommend the ranking of the short-listed Proposers and submit its recommendations to the City Manager. The City Manager shall then finalize the ranking and make his recommendation to the City Commission. After approval of rankings, the City Manager will engage in competitive negotiation with the top-ranked firm/team in order to negotiate an Agreement, (i.e. establish terms of the work, the guaranteed maximum price for the work and the guaranteed dates of substantial and final completion).
- 3.6 If in the sole judgment of the CITY, a contract cannot be successfully negotiated with the City Manager's top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the second-ranked firm. If a contract cannot be successfully negotiated with the second-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the third-ranked firm, if applicable. The CITY reserves the right to negotiate any element of the proposal and terms in the best interest of the CITY.
- 3.7 Firms (including shortlisted firms) will not receive any stipends or compensation for their proposals provided under this solicitation.

4.0 INSTRUCTIONS FOR SUBMISSION OF QUALIFICATION PROPOSALS

- 4.1 Each Proposer shall submit one (1) unbound, single-sided, original and eight (8) copies of its Qualifications Proposal as directed in the advertisement.
- 4.2 Proposers should place a label or other marking on the exterior of the delivery box or package containing the nine (9) qualification proposals clearly identifying the package as being SEALED PROPOSAL FOR RFQ-18-52 - "RE-BID - DESIGN-BUILD SERVICES FOR SKATE PARK", and identifying the Proposer(s) by name.
- 4.3 All questions related to the RFQ must be directed in writing to Bob Bishop at bbishop@mywinterhaven.com. Inquiries related to the scope of work, clarification or correction must be in writing, and received no later than **2:00 p.m. December 27, 2018**, to allow adequate time for response and/or addenda.
- 4.4 Statements Of Qualifications shall be a maximum of 20 single-sided pages in length. A one page (single-sided) cover page should also be furnished. A one page (single-sided) organizational chart should also be furnished. Resumes' for each key team member should also be furnished. Resumes' shall be a maximum of two pages (single-sided) per person, and should be an Appendix at the end of the Statements Of Qualifications and do not count towards the 20 single-sided page maximum. The cover page, the organizational chart, and the resumes' do not count towards the 20 single-sided page maximum. The RFQ Submittal Cover Page should be included and does not count towards the 20 single-sided page maximum. Proposal creativity is encouraged; however extravagance in proposal style and format is discouraged. Do not include any additional documentation as it will not be considered.

All submittals shall be delivered to:

Finance Administration Office
551 3rd Street, NW
Winter Haven, FL 33881

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time at the correct location.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirement.

5.0 **RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST**

For the development of a shortlist, a rating system will be utilized by the City's PSC to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal should address the following criteria:

	<u>Maximum Points</u>
1. General Information	5 Points
2. Experience Designing and Constructing Poured in Place Concrete Skate Parks in Florida	20 Points
3. Experience Designing and Constructing Skate Parks using Integral Colored Poured in Place Concrete or Applied Poured in Place Concrete Coloring	10 Points
4. Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Street Elements	5 Points
5. Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Flow Courses	5 Points
6. Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Bowls	5 Points
7. Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Granite Elements and Specialty Paving	5 Points
8. Experience Designing and Constructing Poured in Place Concrete Skate Parks of 10,000 Square Feet or greater	10 Points
9. Understanding of the Project and Approach to Performing the Required Services	15 Points
10. Local Participation and Staffing Plan	10 Points
11. Organizational Resources	10 Points

TOTAL POSSIBLE POINTS	100 Points

Each criterion is further described below. Proposers must provide responses and information sufficient for evaluation under the pertinent rating system described below. The CITY reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

5.1 General Information (5 Points):

- 5.1.1 Provide a general description of the firm and/or team that is proposing to provide design build services. Explain the legal organization of the proposed firm or team.
- 5.1.2 List the Florida professional (Architect, Engineer, General Contractor, etc.) and applicable licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or firm.

5.2 Experience Designing and Constructing Poured in Place Concrete Skate Parks in Florida (20 Points):

- 5.2.1 Related Building Experience – Major consideration will be given to the successful completion of at least five (5) poured in place concrete skate parks completed in Florida within the past five (5) years. Identify Skate Park projects which best illustrate the experience of the firm and current staff which will be assigned to this project. Each project description must include the following:
 - 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Project owner's representative name, address and phone number
 - 4) Project user agency's representative name, address, and phone number
 - 5) Date project was completed or is anticipated to be completed
 - 6) Size of project (gross SF of construction and acreage)
 - 7) Cost of project (construction cost)
 - 8) Work for which the staff was responsible
 - 9) Present status of this project
 - 10) Project Manager and other key professionals involved on listed project and who of that staff that would be assigned to this project
 - 11) Indicate the Firm's experience with Design Build projects.

5.3 Experience Designing and Constructing Skate Parks using Integral Colored Poured in Place Concrete or Applied Poured in Place Concrete Coloring (10 points)

5.4 Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Street Elements (5 points)

5.5 Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Flow Courses (5 points)

5.6 Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Bowls (5 points)

5.7 Experience Designing and Constructing Poured in Place Concrete Skate Parks Incorporating Granite Elements and Specialty Paving (5 points)

5.8 Experience Designing and Constructing Poured in Place Concrete Skate Parks of 10,000 Square Feet or greater (10 points)

5.9 Understanding the project and approach to performing the required services (15 points):

5.9.1 Describe your firm's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating and managing construction. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.

5.9.2 Discuss the major issues your team has identified on this project and how you intend to address those issues.

5.10 Local participation and staffing plan (10 points):

5.10.1 The City desires strong local participation on this project. Describe your intent/capacity to affect the local economy through the use of local labor, vendors, sub-contractors, and resources as well as your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent of your work expected to be done locally.

5.10.2 For each proposer, the following four key team members will be scored under the criterion:

- 1) Architect
- 2) Prime Engineer
- 3) General Contractor
- 4) Skate Park Consultant and/or Contractor

A sliding scale based on the location of the firm's principal office for each key team member will be used for this purpose as follows:

Local (defined as within the City's utility service area)	10 pts
Polk County	8 pts
Central Florida (Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Seminole, Sumter and Volusia counties)	5 pts
State of Florida	2 pts
Out of State	0 pts

The average score of the four key team members will be the final score of this criterion for the subject proposer.

The intent of the firm's principal office is not the corporate headquarters. Any of the firm's offices or manufacturing facilities can be considered as the firm's principal office for the purposes of this RFQ; as long as the location is the office of key staff on this project and where 70

the actual work will be performed. These locations must be very clearly listed and referenced in order for the points to be awarded.

5.11 Organizational resources (10 points):

- 5.11.1 As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project under construction and be assured that the Design Builder has the organizational and financial resources required to successfully deliver this project and the ability to meet the schedule as attached. Please describe your operational stability, corporate financial resources, bonding capacity and insurance limits.
- 5.11.2 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

6.0 RISK

- 6.1 Proposers responding to this Request for Qualifications do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the CITY reserves the right to:

- Make changes to the RFQ;
- Cancel this RFQ;
- Request clarifications;
- Negotiate modifications to proposals;
- Reject any and all proposals for any reason whatsoever; and
- Proceed with alternative project delivery methods if so desired by the City.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

7.0 CLARIFICATIONS AND ADDITIONAL INFORMATION

- 7.1 The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the Professional Services Committee may consider any further elaboration by the Proposers of any information previously submitted.

8.0 CONTACT WITH CITY OFFICIALS AND EMPLOYEES

- 8.1 All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Professional Services Committee, the Mayor, Commissioners, City Manager's Office, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process.

9.0 LATE SUBMITTALS

- 9.1 It is the Proposer's responsibility to ensure its Qualifications Proposal is received by the CITY on or before the time and date specified above. Under no circumstances will qualification proposals received after the delivery time specified be considered; they will be returned to the Proposer unopened.

10.0 PARTNERSHIP / CORPORATIONS / AGENTS

- 10.1 When a Proposer is a partnership or joint venture, the Proposal shall be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements shall be included as part of the proposal.
- 10.2 When a Proposer is a corporation, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office. The Proposal shall also bear the seal of the corporation.
- 10.3 Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.
- 10.4 The person(s) signing each Proposal shall certify under oath on the attached Certification form (**Attachment A**) that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Professional Services Committee will rely in part on such certification in selecting the short-listed firms.
- 10.5 Failure to submit documents requested above with the proposal or within 24 hours of request made by the CITY may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.
- 10.6 Short-listed Proposers will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

11.0 CHANGES IN PROPOSER ENTITY/TEAM

- 11.1 The Proposer is responsible to promptly notify the City as to any change in the information in its submitted proposal. Failure to inform the City within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.
- 11.2 Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer; and the reasons for the changes must be provided.
- 11.3 Decreases in scoring may result from the reconsideration of changes in the project team. No increases in scoring will result from the reconsideration of changes in the project team.

12.0 ASSIGNMENT OR TRANSFER

- 12.1 The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City of Winter Haven has sole discretion whether or not to consent to any contemplated assignment.

13.0 REQUEST FOR INFORMATION / CLARIFICATION

- 13.1 Any firm requesting additional information and/or clarification relating to this project shall direct such request to:

Bob Bishop
bbishop@mywinterhaven.com

- 13.2 Requests should be made, in writing, on or before the date specified in Paragraph 4.3.

14.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Once the selected successful Proposer (hereafter deemed "Design-Builder") has agreed to sign a contract with the City of Winter Haven for the project listed in this Request for Qualifications, the Design-Builder will be required to furnish a performance and payment bond in an amount at least equal to the guaranteed maximum price, as security for the faithful performance and payment of all Design Builder's obligations under the Contract Documents. The surety company must be authorized and licensed to transmit business in the State of Florida, with a Financial Strength Rating of A- or better for a Financial Size Category of VII or greater.

Before starting and until acceptance of the services by the City of Winter Haven, and without limiting its liability under the Agreement to be negotiated, Design-Builder will procure and maintain, at its sole expense, insurance and the following paragraphs, or copies thereof in compliance with their legal form and substance, shall be inserted in the Agreement as terms thereof:

INSURANCE REQUIREMENTS

A. Evidence of Insurance

Design-Builder shall not commence work until the Design-Builder has procured the insurance required under this Article and such insurance has been approved by the City (Owner). The Design-Builder shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the insurance required by Paragraph II.C, Subparagraphs 1. Workers' Compensation/ Employer's Liability, 2. Commercial General Liability and 3. Business Auto Policy, the Design-Builder shall furnish the Owner with:

- a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- b. the original of the policy(ies); or
- c. other evidence satisfactory to Owner.

The Certificate of Insurance shall provide that the Owner shall be given no less than forty-five (45) days written notice prior to cancellation.

2. As evidence of compliance with the insurance required by Paragraph II.C. Subparagraph 4. Protection of Owner, the Design-Builder shall furnish the Owner with:

- a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- b. the original of the policy(ies); or
- c. other evidence satisfactory to Owner.

3. As evidence of compliance with the insurance required by Paragraph II.C. Subparagraph 5. Property Insurance, the Design-Builder shall furnish the Owner with:

- a. a fully completed Evidence of Property Insurance (ACORD Form 28 or equivalent) signed by an authorized representative of the insurer(s) providing the coverage;
- b. a copy of the original policy; or

- c. other evidence satisfactory to the Owner
- 4. Until such time as the insurance is no longer required to be maintained by the Design-Builder, the Design-Builder shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph II.A, Subparagraphs 1. and 2. no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
- 5. Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Design-Builder shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Design-Builder may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required by Section II C.

B. Qualification of Insurers/Group Self-Insurers

Insurers providing the insurance required by this Section II must meet the following minimum requirements.

- 1. Such insurers must either be:
 - a. authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or,
 - b. with respect only to the coverage required by Paragraph II.C. Subparagraph 1. Workers' Compensation/Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more.
- 2. In addition, such insurers other than those authorized by Florida Statute 440.57, Florida Statute 624.462 or Lloyd's of London shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 3. If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Design-Builder has knowledge of any such failure, the Design-Builder shall immediately notify the Owner and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Design-Builder has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Design-Builder shall be in default of this Contract.

C. Description of Required Insurance

Unless and to the extent Owner has agreed otherwise, without limiting any of the other obligations and liabilities of the Design-Builder, the Design-Builder shall, at the Design-Builder's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of work by the Design-Builder and shall be maintained in force until final completion of the work.

1. Workers' Compensation/Employer's Liability

- a. Design-Builder's insurance shall cover Design-Builder (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.
- b. The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.
- c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

2. Commercial General Liability

- a. Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- Architects & engineers professional liability
- Exterior Insulation and Finish Systems (EIFS)

- b. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract shall be the amounts specified in the Required Limits of insurance form (INS 06/01). The amounts specified under Column A of Form INS 06/01 shall be an initial layer of coverage which shall be applicable only to the work performed pursuant to this Contract and shall not be reduced or diminished in any manner by claims resulting from other than work performed pursuant to this Contract. The amounts specified in Column B of Form INS 06/01 shall be the total minimum limits required, including the initial layer specified in Column A.

- c. If this Contract includes construction of, or additions to, buildings or structures, the Design-Builder shall continue to maintain Products/Completed Operations coverage for three years after the final completion of the work.
- d. Except with respect to coverage for Property Damage Liability, which may be subject to a maximum deductible of \$500 per occurrence, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible of self-insured retention. The Design-Builder shall pay on behalf of the Owner or the Owner's officer or employee any such Property Damage Liability deductible applicable to a claim against the Owner or the Owner's official, officer or employee.

3. Business Auto Policy

- a. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.
- b. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

4. Protection For Owner

- a. The Design-Builder shall include the Owner and the Owner's officials, officers and employees as "Additional Insureds" on the Design-Builder Commercial General Liability coverage required pursuant to Paragraph II C., Subparagraph 2. Commercial General Liability. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers and employees as "Additional Insureds" using the latest Additional Insured - Owners, Lessees or Design-Builders (ISO Form CG 20 10) and the latest edition of the Additional Insured - Owners, Lessees or Design-Builders - Completed Operations Endorsement (ISO Form CG 20 37) both as filed for use in the State of Florida by the Insurance Services Office. The Certificate of Insurance on other evidence of insurance shall clearly indicate the use of this alternative.
- b. As an alternative to the coverage required by Paragraph II.C, Subparagraph 4. the Design-Builder shall, at the Design-Builder's expense, provide the Owner with Owner's Protective Liability insurance which shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Design-Builder's Protective Liability Coverage Form. Coverage for Operations of Designated Design-Builder (ISO Form CG 0009), (hereinafter OCP Policy) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.
- c. The Owner shall be the Named Insured on the OCP Policy and, if applicable, the excess policy or policies. The policy or policies shall be endorsed to include the Owner and the Owner's officials, officers and employees as insureds. The policy or policies shall include the Design-Builder and its Subcontractors of every tier as the Design-Builder designated in the declarations.
- d. The minimum OCP Policy limits per occurrence and, if subject to an aggregate, the annual aggregate to be provided by the Design-Builder (inclusive of any amounts provided by

excess policies) shall be the same as the amounts specified in Column B of the Required Limits of Insurance form (INS 06/01), as the minimum Each Occurrence and General Aggregate limits respectively required for the Commercial General Liability Coverage.

- e. The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with forty-five (45) days written notice of cancellation, non-renewal or-restriction.

5. Property Insurance

- a. The construction contemplated for this Project will be considered to include construction of or additions to above-ground buildings or structures and/or the installation of machinery or equipment into such new and/or existing structures, thus the Design Builder shall be required to provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) Property insurance on any such construction, additions, machinery or equipment.
- b. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), structure(s), machinery or equipment.
- c. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to forty-five (45) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner.
- d. The Owner shall be an insured on this policy.
- e. The insurance provided by the Design-Builder shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- f. The maximum deductible for other than Windstorm or Hail shall be \$5,000 per occurrence. The maximum deductible per occurrence for Windstorm or Hail shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment. The Design-Builder shall pay on behalf of the Owner or the Owner's official, officer or employee any such deductible.
- g. If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), or structure(s) or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

D. Design-Builder's Insurance Primary

The insurance provided by the Design-Builder shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Design-Builder.

E. Deductible Provisions

Except as otherwise specifically authorized in Paragraph II.C., the insurance maintained by the Design-Builder shall apply on a first dollar basis without application of a deductible or self-insured retention.

F. Insurance is Additional Remedy

Compliance with the insurance requirements of this Contract shall not limit the liability of the Design-Builder. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Design-Builder) available under this Contract or otherwise.

G. Insurance on Subcontractors

The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors

H. No Waiver By Approval/Disapproval

Neither approval by the Owner nor failure to disapprove the insurance furnished by the Design-Builder shall relieve the Design-Builder of the Design-Builder's full responsibility to provide the insurance as required by this Contract.

REQUIRED LIMITS OF INSURANCE

[Form INS 10/96]

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ 2,000,000.00 (Each Accident)
\$ 2,000,000.00 (Disease-Policy Limit)
\$ 2,000,000.00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

	<u>* Column A</u>	<u>** Column B</u>
General Aggregate	\$ 2,000,000.00	\$ 2,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00	\$ 2,000,000.00
Fire Damage (any one fire)	\$ <u>Nil</u>	\$ <u>Nil</u>
Medical Expense (any one person)	\$ <u>Nil</u>	\$ <u>Nil</u>

- * Applicable to this Contract only
- ** Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and
Property Damage Combined \$ 2,000,000.00

4. Protection for the City - The minimum limits for Owners Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above. 10.23.07

All insurance other than Professional Liability and Worker's Compensation, to be maintained by the DESIGN BUILDER shall specifically include the CITY as an "Additional Insured".

REQUIRED INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the DESIGN BUILDER shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the DESIGN BUILDER, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the DESIGN BUILDER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the DESIGN BUILDER or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the DESIGN BUILDER, or any of its Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the DESIGN BUILDER that this Agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

 Agreement is applicable to all contracts, purchase orders and other work performed for the City of Winter Haven for the time period of not more than five years.

_____ to _____.

(Date)

(Date)

(OR)

_____ Agreement is limited to Requisition, Bid, Contract, or Purchase Order #_____,
dated _____.

Subrogation: The DESIGN BUILDER and its Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit DESIGN BUILDER or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then DESIGN BUILDER or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should DESIGN BUILDER or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the DESIGN BUILDER of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

15.0 PUBLIC RECORDS

Pursuant to F.S. §119.071(1)(b)1.2., sealed responses to this RFQ are exempt from the public inspection and copying requirements of Chapter 119, Florida Statutes until such time as the announcement of a decision based on the qualification proposals or until 30 days after proposal opening date, whichever is earlier.

16.0 PUBLIC ENTITY CRIMES WARNING

Notice required by F.S. §287.133(3)(a): 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. §287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

DESIGN CRITERIA PACKAGE
RFQ-18-52
REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES
FOR
SKATE PARK

Altman
10/24/18

PART 1. PROJECT INFORMATION

A. Introduction

An integral component of the City's economy is a vibrant and thriving downtown that provides the citizens with broad business, social and artistic choices and activities. Winter Haven's central geographic location between the Tampa and Orlando areas has attracted a variety of new businesses and industries, which in turn positively impact residential growth. A primary selling point for current and future residents is the high quality of life and abundance of recreational outlets. These recreational outlets are also becoming more sought after by tourists visiting the City in concert with their vacations to LEGOLAND Florida.

The City of Winter Haven is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of the proposed Skate Park.

B. Project Location

The project site is located within Section 20, Township 28 South, Range 26 East, Winter Haven, Polk County, Florida. The site consists of three parcels with the following parcel ID number:

Parcel #1: 262820000000023050

Parcel #2: 262820000000023040

That portion lying north of right-of-way line of Avenue I NW, and south of a line being the easterly projection of the centerline of Ave K NW, Winter Haven, Florida.

Parcel #3: 262820000000023010

A Boundary and Topographic Survey with legal description is provided under **Attachment B**.

C. Project Description

The proposed skate park will be constructed in the open green space area located within the parcels identified. The exact location will be determined based on the maximum separation/distance from the existing utilities as determined by those entities having jurisdictional authority.

The project involves the construction of a permanent skateboarding venue incorporating bowls, surface mount obstacles, street course, and/or snake run,

along with the necessary support amenities. The project is anticipated to be 1 acre in size with a skate-able area of approximately 25,000 sf.

Attachment C provides conceptual layouts showing the skate park. The layout is provided for conceptual purposes only.

D. Design Criteria

- The project site has a SWFWMD Operating Permit #44015882.001 currently in effect.
- The project contemplates a 12 foot deep "bowl" skate feature. Lake Silver has recently experienced a lake level as high as 145 (NAVD 88). Site elevations range from approximately 151 to 156. The design should take into account groundwater elevations to insure the skate bowl remains dry and usable during the rainy season.
- In the earlier construction project, soil borings were taken to a depth of 6 feet. The proposed project design should anticipate additional borings to better identify seasonal high ground water levels.
- Site Development
- City of Winter Haven Unified Land Development Code as applicable
- City of Winter Haven Technical Standard Specifications
- Stormwater Management per the City's and SWFWMD rules and regulations as applicable
- FDEP and Polk County Health Department rules and regulations as applicable
- Any rules and regulations from other authority's having jurisdiction

Building Code

- Prevailing Florida State Building Code.
- Polk County Health Department

E. Project Cost Estimate and Design and Construction Schedule – see Attachment D

for Construction Schedule

The current allocated fund for the project is Six Hundred Thirty Thousand (\$630,000) US dollars. Additional funding may be allocated in subsequent fiscal years.

PART 2. DESIGN-BUILDER (DB) RESPONSIBILITIES

A. Design Services

1. General

The DB shall provide design services to accomplish the work contained in this RFQ. This includes providing civil engineering design for all site work and permitting with the South West Florida Water Management District (SWFWMD) and the City, providing all Architectural, Mechanical, Electrical, and Structural engineering services (drawings and corresponding specifications) and permitting with the City's Building and Permitting Division as applicable. The DB shall be the single point of contact for all design services. The DB shall obtain such additional geotechnical and related information that it deems necessary for performance of the work.

2. Design Review and Recommendations

The DB shall provide progress review sets at 30%, 60%, 90%, and 100%. The design shall comply with all applicable federal, state, and local (City) codes and requirements. The DB shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives through a Value Engineering process. The DB shall also ensure the constructability of the project during the design and review process.

3. Permitting

The DB shall prepare all applications, data, reports, and drawings required by permitting agencies and shall be responsible for obtaining all necessary permits, including payment of required fees.

B. Construction

1. General

The DB shall be responsible for performing the traditional duties of a General Contractor throughout the performance of the work and warranty periods.

The DB shall coordinate and ensure all work is in accordance with the design documents provided by the designer and as approved by the City. The DB will resolve and be responsible for conflicts between the design and actual on-site conditions.

The DB is to ensure that the project is completed in accordance with the plans and specifications and requirements of the City. The DB shall be responsible to the Parks, Recreation & Culture Department Director or his designee for all aspects of the project.

2. Supervision

- 2.1 The DB shall assign a Project Manager to this job who shall be responsible for all project activities from design through construction including coordination with the Owner, Regulatory Agencies, other Prime Contractors, etc.

- 2.2 Design/Builder shall assign an on-site, full-time superintendent solely for this project.

3. Temporary Facilities and Controls

- 3.1 DB shall provide temporary facilities and controls needed for the Work including but not limited to:

- a. Telephone service for the Design/Builder office trailer.
- b. Portable sanitary facilities located on the site for Design/Builder personnel only.
- c. Field offices/sheds for Design/Builder construction and office personnel.
- d. Temporary electric power and lighting connection to an existing supply within 25' of the site. Metered electricity usage is at Design/Builder's expense.
- e. Temporary construction water connection to an existing supply at the site. Metered water usage is at Design/Builder's expense.

- 3.2 DB shall provide temporary barricades, including but not limited to:

- a. Safety barricades around major excavations in accordance with OSHA guidelines including warning tape and lighted flashers if required.
- b. Temporary barricades, traffic barriers, safety lighting, etc., as required.

- 3.3 DB shall provide temporary chain link fencing 6' – 0" high including construction safety signs and warnings for the site. DB shall remove fencing at project completion.

4. Quality Control / Quality Assurance / Inspections

The DB shall be solely responsible for daily inspections of the project. The DB shall develop a quality control/quality assurance program. Final acceptance of the project and quality assurance shall be provided by the City and based on the DB's certification that the project is 100% complete, including, but not limited to all restoration, payment certifications, environmental permit close-out requirements, as-built documentation and all other required close out documents.

5. Testing Services

- 5.1 Testing services shall be performed by an independent agency. DB shall provide all inspection testing, including but not limited to:

- a. Concrete testing with cylinder breaks for foundations and slabs-on-grade.
- b. All geotechnical services and soil inspections to verify soil bearing capacity for the site. This includes inspection of excavations and footings prior to placement of concrete.
- c. Any additional independent testing required by the governing building codes.

6. Project Management Information

- 6.1 The DB shall establish, with the full concurrence of the City, procedures for organizing and accomplishing the management control of the project including safety and traffic control.
- 6.2 The DB shall design, implement and utilize a Project Management Information System (PMIS) to facilitate the rapid and accurate exchange and monitoring of information between all parties.
 - a. The PMIS shall include as a minimum the following:
 - Narrative reporting, on a monthly basis
 - Schedule control, on a monthly basis
 - Cost control, and estimating
 - Project accounting
 - Action reports
 - Compliant Log
 - Daily Quality Control / Inspection Reports
 - Change Order Log

All reports, documents, and data to be provided shall represent an accurate assessment of the current status of the project and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems and shall include recommendations for making management decisions. It shall be prepared and furnished to the City monthly throughout the contract period.

7. Warranty

Where any work is performed by the DB's own forces or by subcontractors under contract with the DB, the DB shall warrant that all materials, labor, and equipment included in such work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. In general, the warranty shall be a one-year warranty period from the date of acceptance by the City unless superseded in the scope of work. With respect to the same work, the DB further agrees

to correct all work found by the City to be defective in material or workmanship or not in conformance with the drawings or specifications at no expense to the City.

8. Investigations and Litigation

If the DB, the Preliminary Design Professional, or any other member of the DB Team with more than a 20% share of the Contract has ever been the subject of an investigation conducted by a regulatory or professional licensing board, give the details of such action. If the same parties outlined above have ever been sued or debarred from working for a public authority as a result of their actions or inaction in the course of the practice of their business or profession, give the details of such a suit or debarment.

PART 3 CITY RESPONSIBILITIES

A. City shall provide the following Information:

1. Upon request, the City shall provide all known available information regarding the requirements for the project design.
2. Topographic survey at 1":20' showing limits of project site and existing utilities.
3. The City shall designate a representative who shall be fully acquainted with the project. The representative shall render decisions promptly and furnish information expeditiously.
4. The City shall furnish, as indicated in the Contract Documents, the lands upon which the construction is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the DB. The City may request the DB to assist with this effort. The DB shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PART 4 SITE WORK BY DESIGN/BUILDER

A. Site Preparation

Prior to commencing any site preparation work, the DB shall provide all the required erosion and sediment control measures and implement all BMP's to ensure proper control of erosion and sedimentation. The project site SHALL be cleared and graded to subgrade elevation by the Design/Builder. All known underground utilities shall be relocated prior to excavation, if in conflict, as determined by the City.

B. Excavating, Backfilling and Compaction

1. Excavate for retention pond if deemed necessary by SWFWMD.
2. Excavate and backfill foundations as follows:

- a. All excavating, backfilling and compacting required to facilitate the installation of any/all foundations as shown on the approved engineering drawings.
- b. Filling and backfilling with on-site materials to restore design rough grade elevations. Backfilling materials free from organic matter and deleterious substances, containing no rock or lumps over 6" in greatest dimension.
- c. Hauling of excess or unusable excavated material to an off-site disposal area chosen by the City.

C. Temporary Fencing

DB to provide galvanized chain link fencing at the perimeter of the project site.

PART 5 CONCRETE

A. Concrete Formwork

1. Provide formwork for all poured in place concrete foundations within the project footprint. Items included but not limited to:
 - a. Concrete foundations including footings and grade beams.
 - b. Slab on grade.
 - c. Site retaining walls (if applicable).

B. Concrete Reinforcement

1. Shop fabricated non-epoxy coated reinforcing bars including all required accessories for all poured in place concrete foundations, retaining walls, grade beams, and supported slabs, in accordance with the applicable codes and specifications.
2. Welded wire fabric (not epoxy coated), in accordance with the applicable codes and specifications.
3. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

C. Poured in Place Concrete

1. Reinforced concrete work includes footings and grade beams, slab on grade, and miscellaneous work.
 - a. Standard gray, ready mix concrete for all poured in place concrete requirements.
 - b. 3,000 psi concrete or greater to be used for all slabs, foundations, and walls.
 - c. Form finish for all exposed concrete with fins removed, snap tie holes filled and honeycomb repaired.
 - d. All work in accordance with ACI Standards and Procedures.

PART 6 MASONRY (If Applicable)

A. Unit Masonry

1. Conventional concrete masonry units:
 - 1.1 Hollow Units:
 - a. ASTM C 90, normal weight, in accordance with the applicable codes.
 - 1.2 Solid Units:
 - a. ASTM C 145, normal weight, in accordance with the applicable codes.
2. Mortar
 - 2.1 Portland cement: ASTM C 150, in accordance with the applicable codes.
 - 2.2 Masonry cement: ASTM C 91, in accordance with the applicable codes.
3. Clean, sharp, well graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, organic matter and complying with ASTM C 144.
4. Masonry walls to be sealed and painted.

PART 7 METALS (if applicable)

A. Miscellaneous Metals

1. Provide all labor, materials, etc. per Building Code to install any and all miscellaneous metal items including, but not limited to, the following:
 - a. Loose metals lintels, bollards, pipe guards at all leaders, miscellaneous angles and plates and other miscellaneous fasteners, anchors and inserts.

PART 8 THERMAL AND MOISTURE CONTROL

A. Slab on Grade

1. The slab on grade shall be installed over termite treated fill, covered with 6 mil visqueen blanket.

B. Caulking and Sealants

1. Caulk and seal joints to provide a positive barrier against passage of moisture and air shall be applied to:
 - a. Caulking of all frames.
 - b. Standard color for all caulks and sealants.
 - c. Joint filler to be ½" thick premold.

PART 9 FINISHES AND LANDSCAPING (If Applicable)

A. Painting

1. All masonry walls and non-galvanized miscellaneous metal specified in Section (7.A) shall be painted with a standard color finish coat to match the color scheme of the park.
 - a. All doors and frames will be painted to match the building color scheme.

ATTACHMENT A
PROPOSER INFORMATION / CERTIFICATION

1. Legal Name of Proposer. Indicate is the Proposer is a Corporation, Joint Venture, Partnership, etc.:

2. Name/Title of contact person for the Proposer: _____
3. Local business and mailing address: _____
4. Primary business and mailing address: _____
5. Telephone Number: () _____ Fax: () _____

The above-named Proposer affirms and declares:

- A. That the Proposer understands all requirements for the RFQ and states that as a serious Proposer they will comply with all the stipulations included in the RFQ package.
- B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.
- C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
- D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasure is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.
- E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.
- F. All statements made by the Proposer in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness

BY: _____(SEAL)
(Authorized Signature in Ink)

Witness

(Printed Name of Signer)

CORPORATE SEAL
(Where Appropriate)

(Printed Title of Signer)

(Date)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

(Signature of the Person taking Acknowledgment)

(Name of Acknowledger Typed, Printed and Stamped)

(Title or Rank)

(Serial Number if Any)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

(Signature of the Person taking Acknowledgment)

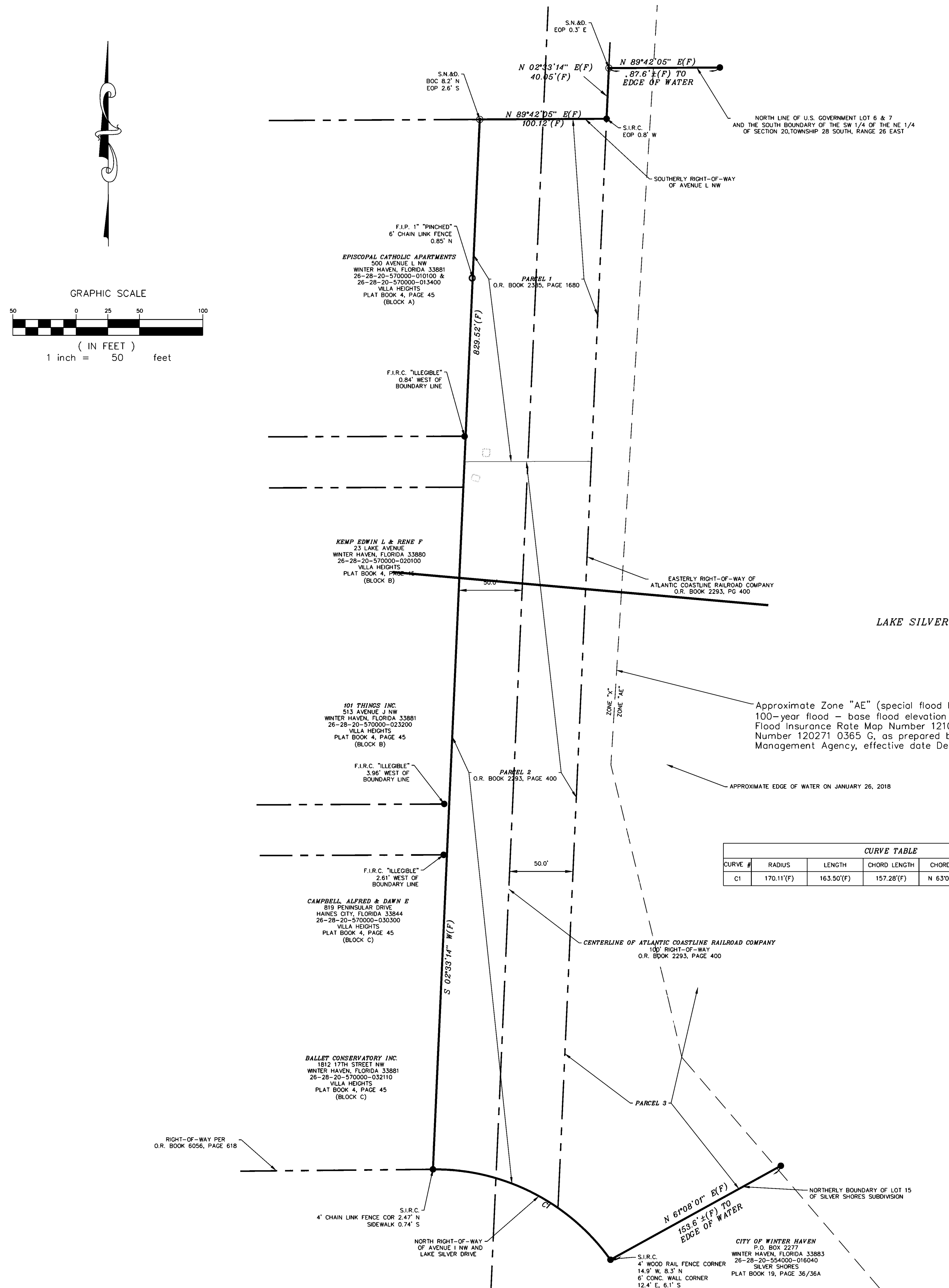
(Name of Acknowledger Typed, Printed and Stamped)

(Title or Rank)

(Serial Number if Any)

ATTACHMENT B FOLLOWS

BOUNDARY AND TOPOGRAPHIC SURVEY

[illegible]

UNDERGROUND LINE LEGEND

_____ UGD _____ UNDERGROUND STORM LINE

DESCRIPTION

PARCEL 1 (O.R. BOOK 2385, PAGE 1680)

All that part of the former Seaboard Coastline Railroad right-of-way lying between the center line of Avenue "K", NW, projected easterly to the east boundary of said right-of-way, and the south boundary of Avenue "L" NW, projected easterly to the east boundary line of said right-of-way: said parcel having a north to south distance of 270 feet more or less.

TOGETHER WITH:

PARCEL 2 (O.R. BOOK 2293, PAGE 400)

All those lands or parcels lying within 50 feet right and left of the following described centerline: Begin on the centerline of Avenue "T" NW (which avenue centerline bears N 87°44'02" E), as now existing, at a point which lies 104.15 feet east of the west boundary of the SE 1/4 of the SE 1/4 of Section 17, Township 20 North, Range 2 East, 3rd Meridian, as shown on the County of White, Florida, Plat Book 14, page 28, Public Records of Polk County, Florida; thence by the POINT OF BEGINNING being station 44057 + 92.54 on the Atlantic Coast Line Railroad Company, Bartow Branch, Evaluation Survey map dated June 30, 1917, and run thence S 0012°52' W through Sections 17, 20, 29, and 32 of said Township and Range to the southerly right-of-way boundary of Avenue "M" SW, Township 20 North, Range 2 East, 3rd Meridian, as shown on the County of White, Florida, Plat Book 14, page 28, Public Records of Polk County, Florida; thence by the POINT OF TERMINATION for the centerline described.

Said parcel being more particularly described as follows:

That portion lying north of the north right-of-way line of Avenue I NW, and south of a line being the easterly projection of the centerline of Avenue K NW Winter Haven, Florida.

TOGETHER WITH:

PARCEL 3 (AS SURVEYED):

All land lying easterly of the east-right-of-way of the Atlantic Coastline Railroad Company, as recorded in Official Records Book 2293, Page 400; and lying westerly of the water's edge of Lake Silver; bounded on the north by the highway and east by the highway and the south-right-of-way of the Highway to Lot 6 and also being the south boundary of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 28 South, Range 26 East, Polk County, Florida; and bounded on the south by the northerly right-of-way of Avenue W, formerly Allerton Avenue, northerly right-of-way of Lake Silver Drive, and the south-right-of-way of Lot 5 of Silver Shores Subdivision, as recorded in Plat Book 19, Page 36.

SURVEYOR'S NOTES.

- 1) Elevations based on the National Geodetic Survey Bench Mark 759480 B at elevation 150.76 feet. North American Vertical Datum 1988 (NAVD88).
 - 2) The storm utilities shown on this drawing are based on information collected at each structure. The surveyor does not certify to the completeness and integrity of the utilities.
 - 3) Underground improvements, if any, have not been located.
 - 4) The property shown herein lies in Zone "AE" (special flood hazard areas inundated by 100-year flood - base flood elevation 147.40 feet) as shown on the Flood Insurance Rate Map Number 12105C0365 G, per Community Panel Number 120271 0365 G, as prepared by the Federal Emergency Management Agency, effective date December 22, 2016.
- The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map. In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.
- 5) No attempt has been made to locate the ordinary high water mark (OHWM). Only the waters edge as of January 26, 2018 has been shown.
 - 6) Species of trees shown hereon are the opinion of the surveyor and should be field verified. Generic trees shown hereon are species that are unknown to the surveyor. This surveyor cannot and will not certify to the accuracy of tree species determination.
 - 7) Adjacent owners, as shown hereon, provided by Polk County Property Appraiser records.

CERTIFICATION.

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

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CHASTAIN-SKILLMAN
4705 OLD HWY 37
P.O. BOX 5710
LAKELAND, FL 33803-5710
(863) 646-1402

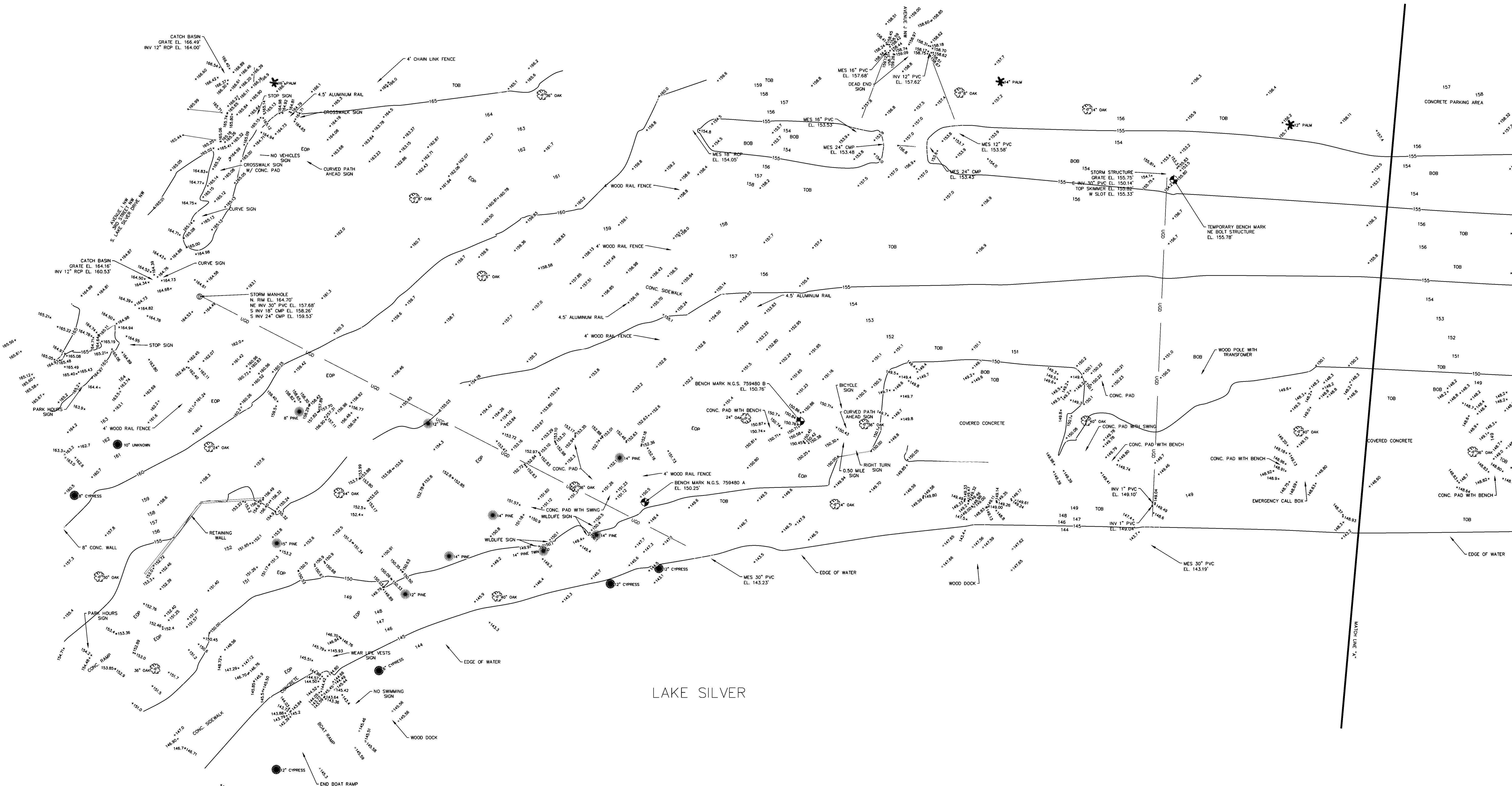
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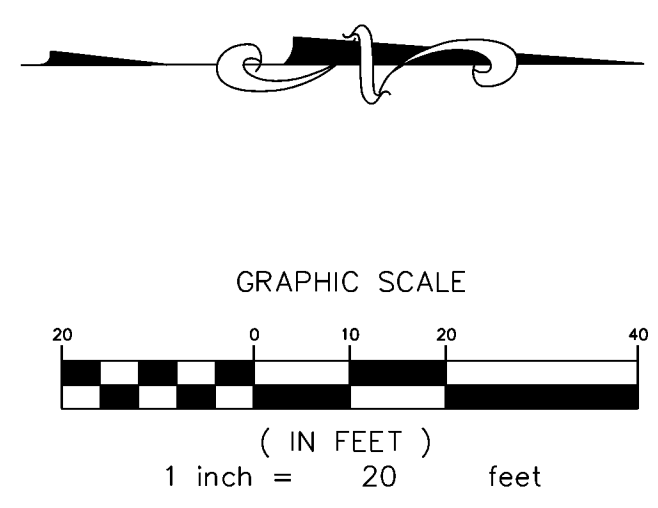
CITY OF WINTER HAVEN

BOUNDARY AND TOPOGRAPHIC SURVEY OF
MLK JR. PARK-WEST SIDE IN SECTION 20,
TOWNSHIP 28 SOUTH, RANGE 26 EAST,
POLK COUNTY, FLORIDA

BOUNDARY AND TOPOGRAPHIC SURVEY



LAKE SILVER



UNDERGROUND LINE LEGEND:
UGD UNDERGROUND STORM LINE

SHEET 02 OF 03

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
4705 OLD HWY 37
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(863) 646-1402

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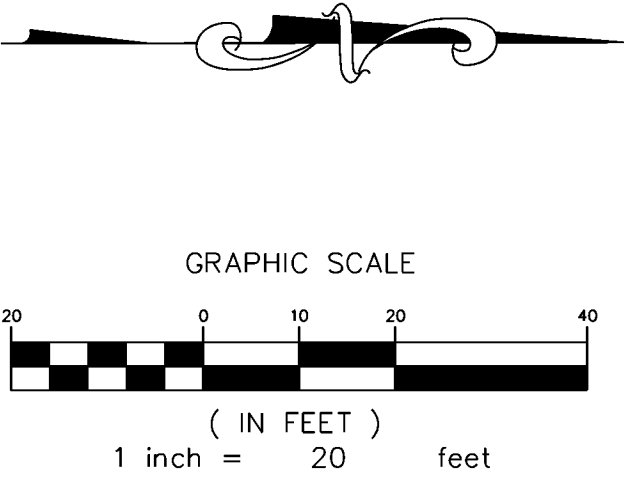
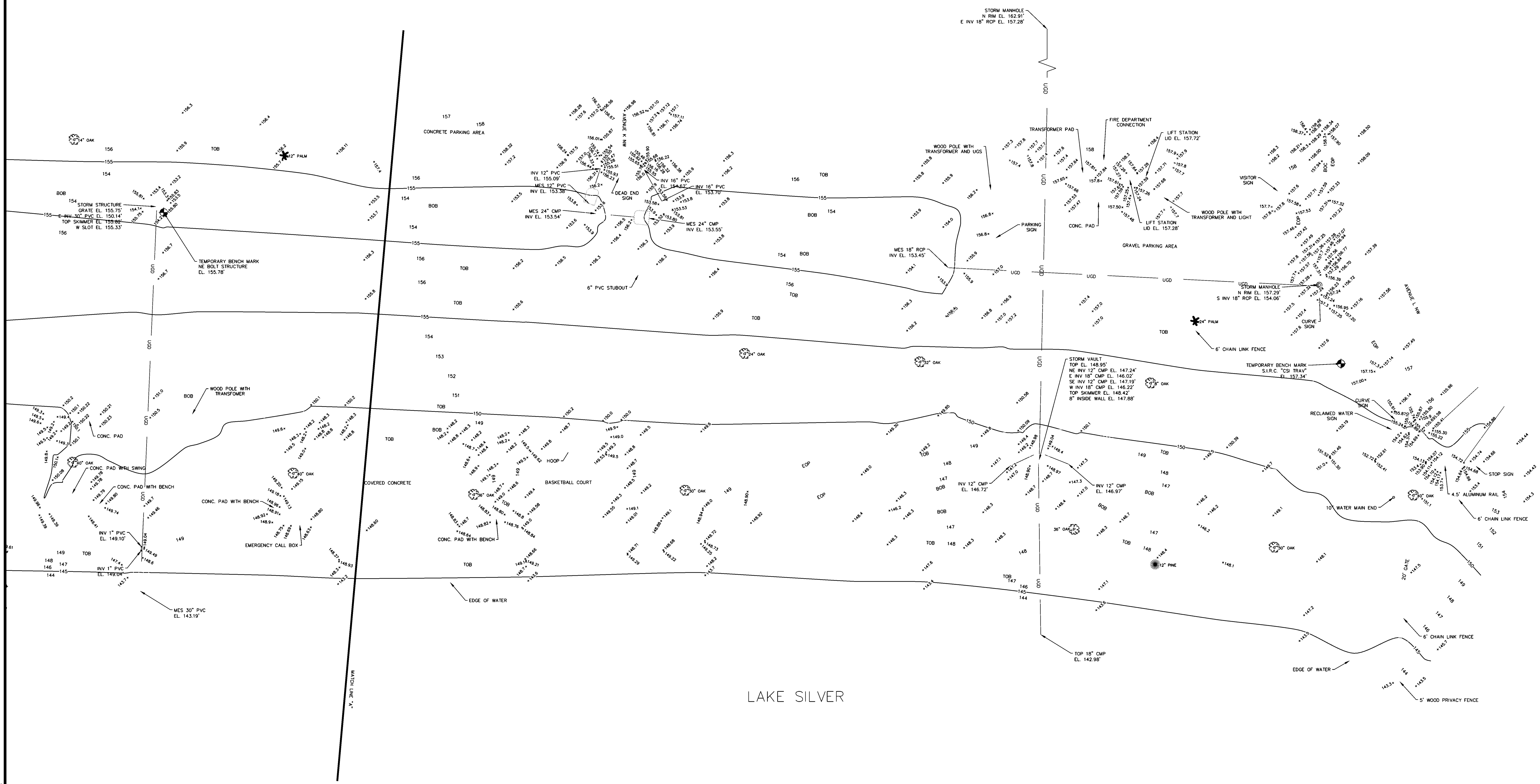
CITY OF WINTER HAVEN
BOUNDARY AND TOPOGRAPHIC SURVEY OF
MLK JR. PARK-WEST SIDE IN SECTION 20,
TOWNSHIP 28 SOUTH, RANGE 26 EAST,
POLK COUNTY, FLORIDA

30

FIELD BY: GAGE	PROJECT NUMBER: 9700.11
DATE OF SURVEY: 01/26/2018	
FIELD BOOK: 812	SHEET NUMBER: V-02
PAGE: 4-6,8	

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BOUNDARY AND TOPOGRAPHIC SURVEY



UNDERGROUND LINE LEGEND:
UGD UNDERGROUND STORM LINE

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
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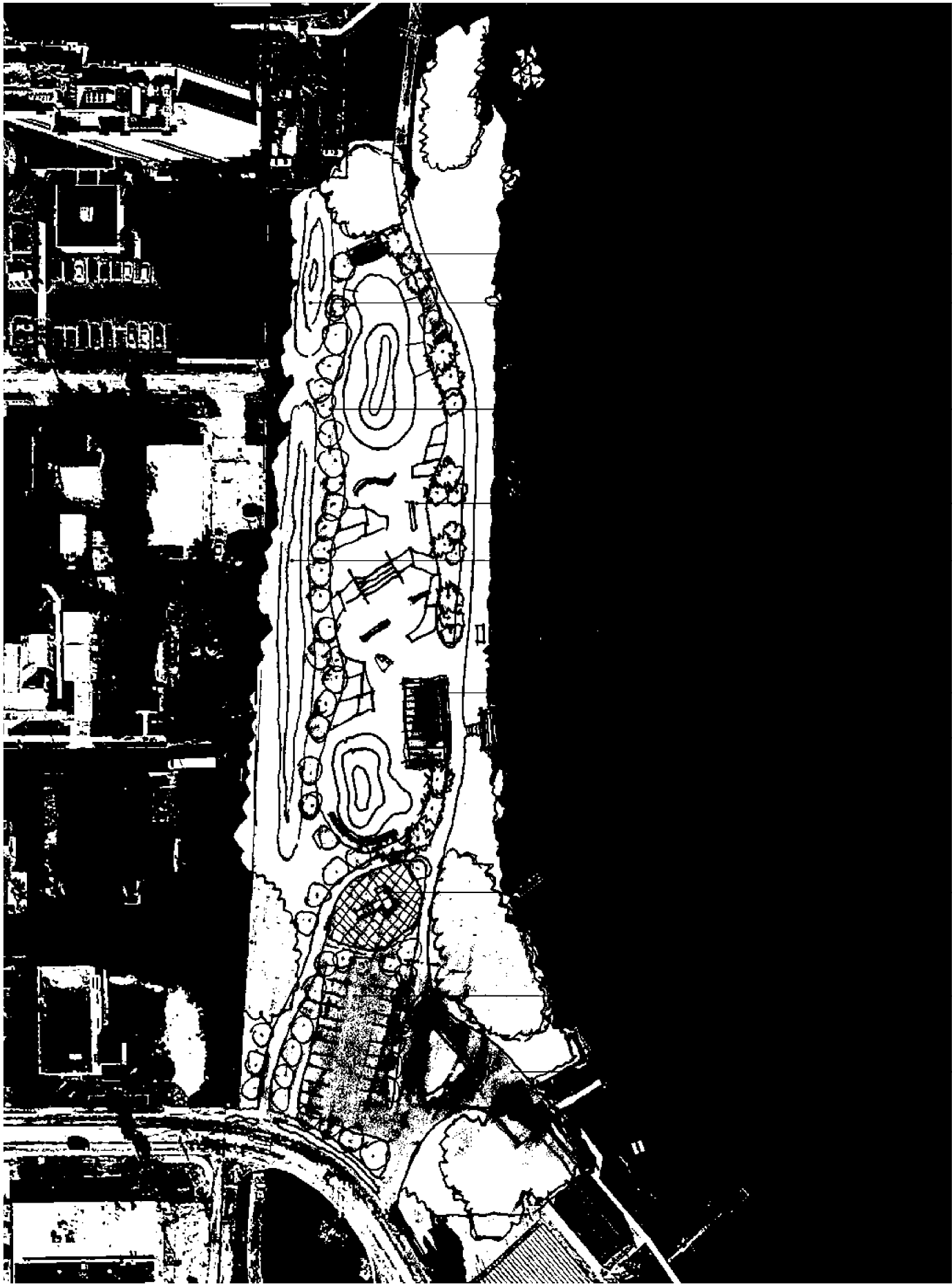


CITY OF WINTER HAVEN
BOUNDARY AND TOPOGRAPHIC SURVEY OF
MLK JR. PARK-WEST SIDE IN SECTION 20,
TOWNSHIP 28 SOUTH, RANGE 26 EAST,
POLK COUNTY, FLORIDA

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FIELD BY: GAGE	PROJECT NUMBER: 9700.11
DATE OF SURVEY: 01/26/2018	
FIELD BOOK: 812	SHEET NUMBER: V-03
PAGE: 4-6,8	

ATTACHMENT C FOLLOWS



ATTACHMENT C

SIMILAR PROJECTS (SAME SCALE)

SHADE SAIL

EXISTING SWALE TO
REMAIN

BUFFER PLANTING

SKATEABLE ELEMENT

EXISTING SWALE TO
REMAIN

SHADE STRUCTURE

EXISTING DOCK TO
REMAIN

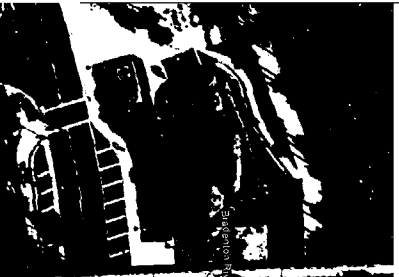
ENTRY PLAZA/
PLAYGROUND

PARKING (22)

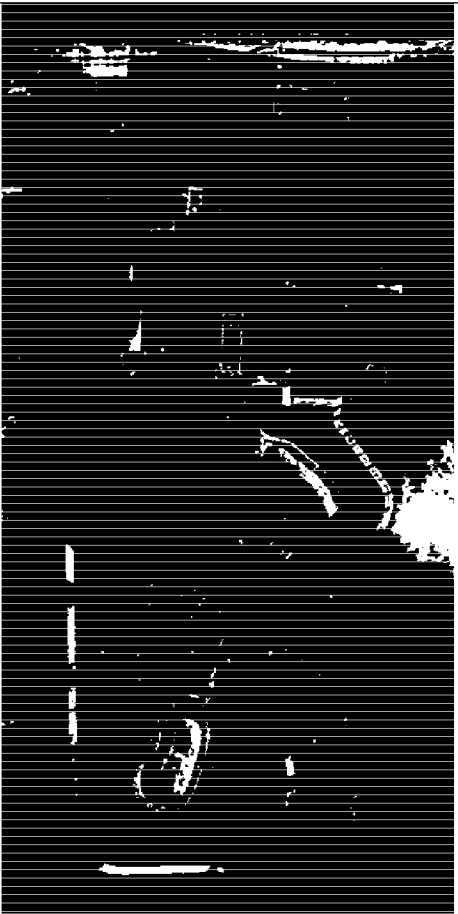
EXISTING PAVEMENT
TO REMAIN



0 50' 100' 200'



BRADENTON RIVERWALK
SKATEPARK
BRADENTON, FL
15,000 SQFT



BRANDON, FL
14,500 SQFT



FORT PIERCE, FL
13,250 SQFT



LAKELAND, FL
24,000 SQFT

OPTION 1 CONCEPT SKETCH
±20,000 SQFT 96



SHADE SAIL

RAIN GARDEN

SKATEABLE ELEMENT

RAIN GARDEN

SHADE STRUCTURE

PEDESTRAIN PATH

ENTRY PLAZA/
PLAYGROUND

RAIN GARDEN

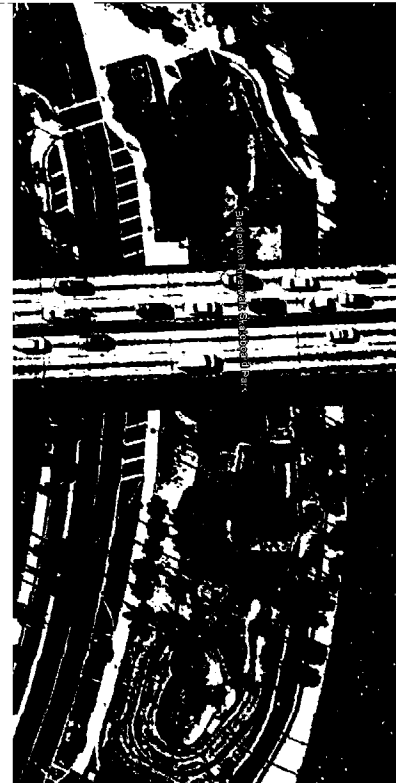
PARKING (22)

EXISTING PAVEMENT
TO REMAIN

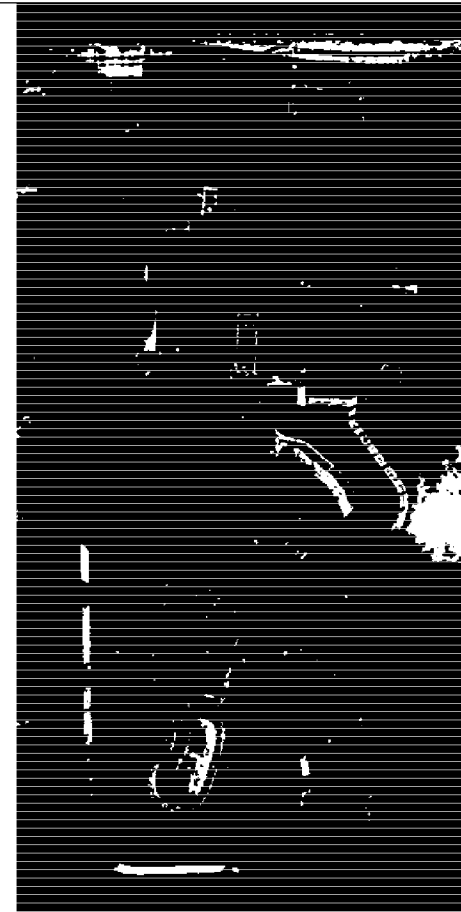


0 50' 100' 200'

SIMILAR PROJECTS (SAME SCALE)



BRADENTON RIVERWALK
SKATEPARK
BRADENTON, FL
15,000 SQFT



BRANDON, FL
14,500 SQFT

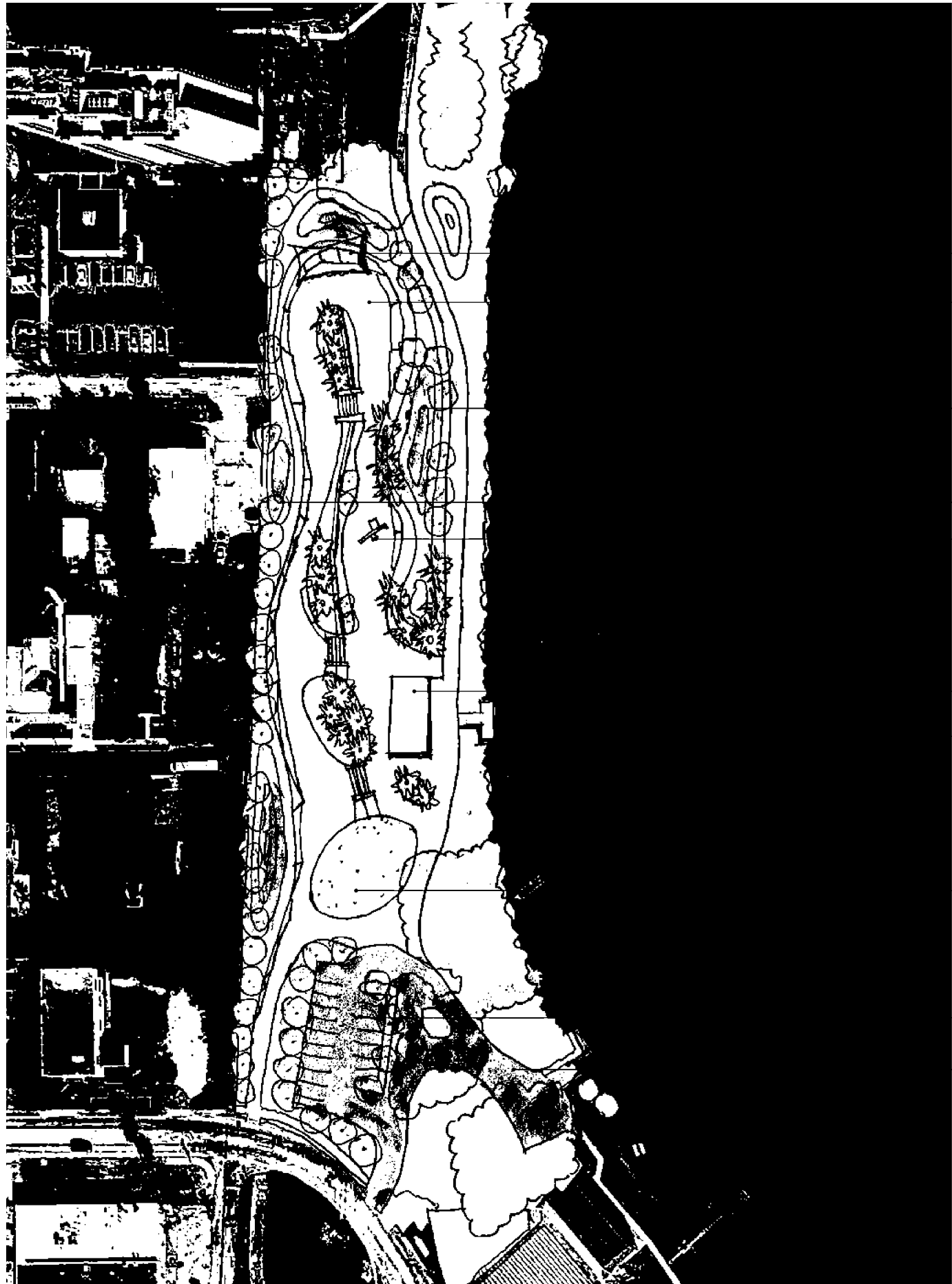


FORT PIERCE, FL
13,250 SQFT



LAKELAND, FL
24,000 SQFT

OPTION 2 CONCEPT SKETCH
±24,000 SQFT 97



SHADE SAIL

SKATE TRACK

RAIN GARDEN

RAIN GARDEN

SKATEABLE ELEMENT

SHADE STRUCTURE

EXISTING DOCK TO
REMAIN

LAWN

PARKING (18)

EXISTING PAVEMENT
TO REMAIN

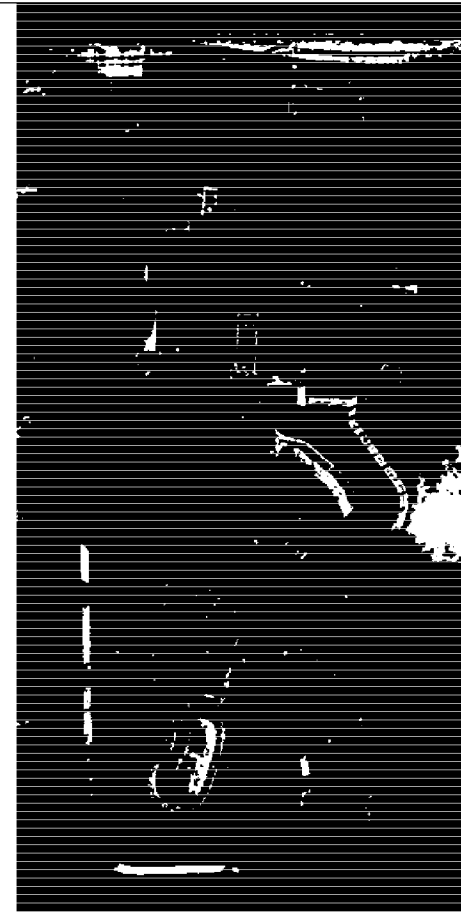


0 50' 100' 200'

SIMILAR PROJECTS (SAME SCALE)



BRADENTON RIVERWALK
SKATEPARK
BRADENTON, FL
15,000 SQFT



BRANDON, FL
14,500 SQFT



FORT PIERCE, FL
13,250 SQFT



LAKELAND, FL
24,000 SQFT

OPTION 3 CONCEPT SKETCH
±20,000 SQFT 98

ATTACHMENT D

Design Build Project Timeline

Winter Haven Skate Park

PHASE	TASK/ACTION	APPROXIMATE START	APPROXIMATE DURATION	APPROXIMATE COMPLETION
PROCUREMENT PHASE	Request for Proposals Issued / Newspaper Advertisement Runs	November 23, 2018	30 days	January 3, 2019
	Bid Opening	January 3, 2019	1 day	January 3, 2019
	Verification of Submittals by Purchasing Division	January 3, 2019	7 days	January 10, 2019
	Review of Submittals by Professional Services Committee	January 10, 2019	28 days	February 7, 2019
	PSC Recommendation Submitted to City Manager	February 7, 2019	1 day	February 7, 2019
	Recommendation of Award presented to City Commission	February 8, 2019	20 days	February 28, 2019
	Negotiation of Design Build Agreement by City Manager and D/B Team	February 28, 2019	30 days	March 28, 2019
DESIGN PHASE	Final Agreement and GMP for Design Presented to City Commission	April 1, 2019	10 days	April 11, 2019
	Design Phase	April 11, 2019	120 days	August 11, 2019
	Site Permitting	August 11, 2019	90 days	November 11, 2019
CONSTRUCTION PHASE	GMP for Construction Presented to City Commission	November 3, 2019	11 days	November 14, 2019
	Procurement Processing - P.O. to N.T.P.	November 15, 2019	30 days	December 15, 2019
	Construction Phase	December 15, 2019	150 days	May 15, 2020
	Project Complete	---	---	May 15, 2020

*Notice to Proceed will depend on contract approval by the City Commission and the Design-Builder meeting its pre-NTP contract obligations and permitting requirements.

Schedule contemplates 3.5 months for procurement, 4 months for design work, 3 months permitting and 5 months for construction.

ATTACHMENT E

Willie Nabong

From: Hitt, Heather <heather_hitt@fws.gov>
Sent: Monday, October 29, 2018 1:26 PM
To: Willie Nabong
Subject: Re: [EXTERNAL] Lake Silver Skate Park

Hi Willie,

From the photo and the google earth imagery, the Project site does not appear to contain suitable habitat for skinks or any other listed species. Thank you for checking with us on listed species concerns for your project. Here is the page on our website where you can find the skink consultation information: <https://www.fws.gov/verobeach/ListedSpeciesReptiles.html>

Heather Hitt
Fish and Wildlife Biologist
US Fish and Wildlife Service
1339 20th Street
Vero Beach, FL 32960
Phone: 772-469-4267
Fax: 772-562-4288
Email: heather_hitt@fws.gov

NOTE: This email correspondence and any attachments to and from this sender is subject to the Freedom of Information Act (FOIA) and may be disclosed to third parties.

On Mon, Oct 29, 2018 at 1:05 PM Willie Nabong <wnabong@mywinterhaven.com> wrote:

Hello Heather,

Attached are copies of the skate park rendering for your information.

Thank you for the help.

Willie

G.D. "Willie" Nabong, P.E., CPM, CFM
Assistant City Engineer / Floodplain Administrator
Engineering Services Division
City of Winter Haven

THIS FORM IS INTENDED TO FACILITATE AND GUIDE THE DIALOGUE DURING A PRE-APPLICATION MEETING BY PROVIDING A PARTIAL "PROMPT LIST" OF DISCUSSION SUBJECTS. IT IS NOT A LIST OF REQUIREMENTS FOR SUBMITTAL BY THE APPLICANT.



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RESOURCE REGULATION DIVISION
PRE-APPLICATION MEETING NOTES**

**FILE
NUMBER:**

PA 406144

Date:	10/25/18		
Time:	10 am		
Project Name:	BAR PA 406144 Lake Silver Skate Park		
District Engineer:	Bob Dasta		
District ES:	Chaz LaRiche		
Attendees:	Amin Hanhan, PE, and Willie Nabong, P.E.		
County:	Polk	Sec/Twp/Rge:	20/28/26
Total Land Acreage:		Project Acreage:	acres

Prior On-Site/Off-Site Permit Activity:

- ERP – 015882.00; .01; 030679.00

Project Overview:

- Comments: Site located on west side of Lake Silver. Project will be on previous permitted area (44015882.000/.001) landward of existing paved trail (47030679.000). No wetland impact proposed.
- ~25,000 sqft skate park with parking lot
- Modify existing, permitted ponds
- 15882.000 replaced by 15882.001
- Major modification to 15882.001

Environmental Discussion: (Wetlands On-Site, Wetlands on Adjacent Properties, Delineation, T&E species, Easements, Drawdown Issues, Setbacks, Justification, Elimination/Reduction, Permanent/Temporary Impacts, Secondary and Cumulative Impacts, Mitigation Options, SHWL, Upland Habitats, Site Visit, etc.)

- Existing city park with a trail permitted under ERP 15882.001. No work proposed waterward of the trail. No wetland impacts proposed.
- Provide the limits of jurisdictional wetlands and surface waters on the construction drawings and show there is no work waterward of the existing trail.

Site Information Discussion: (SHW Levels, Floodplain, Tailwater Conditions, Adjacent Off-Site Contributing Sources, Receiving Waterbody, etc.)

- Existing roadway/intersections – The Avenue I NW and Lake Silver Drive South intersection.
- WBIDs need to be independently verified by the consultant - WBID -1488 1488G, based on DEP impaired map layer does not appear to be nutrient impaired
- Possibly discharging to impaired waters.
- Document/justify SHWE's at pond locations, wetlands, and OSWs.
- Determine normal pool elevations of wetlands.
- Determine 'pop-off' locations and elevations of wetlands.
- Provide documentation to support tailwater conditions for quality and quantity design
- Proposed control structures in wetlands should be consistent with existing 'pop-off' elevations of wetlands; demonstrate no adverse impacts to wetland hydroperiod for up to 2.33yr mean annual storm.
- Minimum flows and levels of receiving waters shall not be disrupted.
- Any contamination issues need to be resolved with the FDEP. Check FDEP MapDirect layer for possible contamination points within the project area. [FDEP MapDirect Link](#)
- Any wells on site should be identified and their future use/abandonment must be designated.
- Stormwater retention and detention systems are classified as moderate sanitary hazards with respect to public and private drinking water wells. Stormwater treatment facilities shall not be constructed within 100 feet of an existing public water supply well and shall not be constructed within 75 feet of an existing private drinking water well. Subsection 4.2, A.H.V.II.
- There is a District data collection site may be impacted by proposed construction. Contact Granville Kinsman at Ext 4284 or granville.kinsman@watermatters.org to coordinate relocation of District data collection site. Site ID 759480 Lake Silver 2.

Water Quantity Discussions: (Basin Description, Storm Event, Pre/Post Volume, Pre/Post Discharge, etc.)

- Demonstrate that post development peak discharges from proposed project area will not cause an adverse impact for a 25-year, 24-hour storm event.
- For projects or portions of projects that discharge to a closed basin, limit the post-development 100-year discharge volume to the pre-development 100-year, 24-hour volume.
- Demonstrate that site will not impede the conveyance of contributing off-site flows.
- Demonstrate that the project will not increase flood stages up- or down-stream of the project area(s).
- Provide equivalent compensating storage for all 100-year, 24-hour riverine floodplain impacts if applicable. Providing cup-for-cup storage in dedicated areas of excavation is the preferred method of compensation- if no impacts to flood conveyance are proposed and storage impacts and compensation occur within the same basin. In this case, tabulations should be provided at 0.5-foot increments to demonstrate encroachment and compensation occur at the same levels. Otherwise, storage modeling will be required to demonstrate no increase in flood stages will occur on off-site properties, using the mean annual, 10-year, 25-year, and 100-year storm events for the pre- and post-development conditions.
- Project located within the Peace Creek Watershed Management Plan model. Node NB4010 for Lake Silver. 100yr floodplain at ~147.39 feet NAVD88.
- Please be aware that if there is credible historical evidence of past flooding or the physical capacity of the downstream conveyance or receiving waters indicates that the conditions for issuance will not be met without consideration of storm events of different frequency or duration, applicants shall be required to provide additional analyses using storm events of different duration or frequency than the 25-year 24-hour storm event, or to adjust the volume, rate or timing of discharges. [Section 3.0 Applicant's Handbook Volume II]

Water Quality Discussions: (Type of Treatment, Technical Characteristics, Non-presumptive Alternatives, etc.)

- Provide water quality treatment for entire project area and all contributing off-site flows.
- In addition, if the project discharges to an impaired water body, must provide a net environmental improvement.
- Net improvement
-Refer to rule 62-330.301(2), F.A.C.
-If nutrient impaired, the application must demonstrate a net improvement for nutrients. Applicant may demonstrate a net improvement for the parameters of concern by performing a pre/post pollutant loading analysis based on existing land use and the proposed land use. Refer to ERP Applicant's Handbook Vol. II Subsection 4.1(g).
-Effluent filtration is known to be ineffective for treating nutrient related impairments, unless special nutrient adsorption media provided. However, please note special nutrient adsorption media has extremely low conductivity values compared to typical sand type effluent filtration filter media. Note: if treatment volume required for net improvement is less than the treatment volume required for 'presumptive' treatment, then use of effluent filtration is ok.

Sovereign Lands Discussion: (Determining Location, Correct Form of Authorization, Content of Application, Assessment of Fees, Coordination with FDEP)

- Adjacent to Lake Silver, which is classified as a sovereign submerged lake.

Operation and Maintenance/Legal Information: (Ownership or Perpetual Control, O&M Entity, O&M Instructions, Homeowner Association Documents, Coastal Zone requirements, etc.)

- The permit must be issued to entity that owns or controls the property.
- Provide evidence of ownership or control by deed, easement, contract for purchase, etc. Evidence of ownership or control must include a legal description. A Property Appraiser summary of the legal description is NOT acceptable.
- Provide Homeowners Association (HOA) or Property Owners Association (POA) documents and affidavit. Refer to ERP Applicant's Handbook Vol. I Subsection 12.3.4 and Section 7 of the References and Design Aids for Vol. I.
- The HOA/POA documents, covenants, and deed restrictions will need to address any docking facility, boat uses, wetland, wetland mitigation, and all other applicable regulatory and proprietary restrictions that are a result of the requested uses.

Application Type and Fee Required:

- SWERP – Sections A, C, and E of the ERP Application.
- Consult the fee schedule for different thresholds.
- Major modification to 15882.001

Other: (Future Pre-Application Meetings, Fast Track, Submittal Date, Construction Start Date, Required District Permits – WUP, WOD, Well Construction, etc.)

- An application for an individual permit to construct or alter a dam, impoundment, reservoir, or appurtenant work, requires that a notice of receipt of the application must be published in a newspaper within the affected area. Provide documentation that such noticing has been accomplished. Note that the published notices of receipt for an ERP can be in accordance with the language provided in Rule 40D-1.603(10), F.A.C.
- Provide a copy of the legal description (of all applicable parcels within the project area) in one of the following forms:
 - a. Deed with complete Legal Description attachment.
 - b. Plat.
 - c. Boundary survey of the property(ies) with a sketch.
- The plans and drainage report submitted electronically must include the appropriate information required under Rules 61G15-23.005 and 61G15-23.004 (Digital), F.A.C. The following text is required by the Florida Board of Professional Engineers (FBPE) to meet this requirement when a digitally created seal is not used and must appear where the signature would normally appear:

ELECTRONIC (Manifest): *[NAME] State of Florida, Professional Engineer, License No. [NUMBER]
This item has been electronically signed and sealed by [NAME] on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies*

DIGITAL: *[NAME] State of Florida, Professional Engineer, License No. [NUMBER]; This item has been digitally signed and sealed by [NAME] on the date indicated here using a Digital Signature; Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.*

- Provide soil erosion and sediment control measures for use during construction. Refer to ERP Applicant's Handbook Vol. 1 Part IV Erosion and Sediment Control.
- Demonstrate that excavation of any stormwater ponds does not breach an aquitard (see Subsection 2.1.1, A.H.V.II) such that it would allow for lesser quality water to pass, either way, between the two systems. In those geographical areas of the District where there is not an aquitard present, the depth of the pond(s) shall not be excavated to within two (2) feet of the underlying limestone which is part of a drinking water aquifer. [Refer to Subsection 5.4.1(b), A.H.V.II]
- If lowering of SHWE is proposed, then burden is on Applicant to demonstrate no adverse onsite or offsite impacts as per Subsection 3.6, A.H.V.II. Groundwater drawdown 'radius of influence' computations may be required to demonstrate no adverse onsite or offsite impacts. Please note that new roadside swales or deepening of existing roadside swales may result in lowering of SHWE. Proposed ponds with control elevation less than SHWE may result in adverse lowering of onsite or offsite groundwater.

Disclaimer: The District ERP pre-application meeting process is a service made available to the public to assist interested parties in preparing for submittal of a permit application. Information shared at pre-application meetings is superseded by the actual permit application submittal. District permit decisions are based upon information submitted during the application process and Rules in effect at the time the application is complete.

RFQ Submittal Cover Page (this does not count as part of the maximum page limit)

Date

Name of Company

Authorized Signature

Printed Name

Title/Position

Physical Address

City

State

Zip

Email address

Telephone Number / Fax Number

Received Addenda #'s

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

Key Team members and addresses of principal office:

1) **GENERAL CONDITIONS:**

- a) Bidders are required to submit their proposals subject to and upon the following express conditions:
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) **PUBLIC RECORDS**

City and Consultant/Contractor agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
 - ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant/Contractor does not transfer the records to the public agency.
 - iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 232, jtownsend@mywinterhaven.com; 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Consultant does not comply with a public records request, City shall enforce the contract provisions which may include immediate termination of contract.

- f) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise Purchasing at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Purchasing Manager not later than ten (10) days prior to the bid opening date.

- h) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- i) The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.
- j) Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

2) DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Purchasing Manager in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Purchasing is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Purchasing Manager.
- d) **CITY:** The City of Winter Haven, Florida or its authorized representative.
- e) **CONTRACT:** The Contract executed by the City and the Contractor, and shall include all Contract and Bid Documents.
- f) **CONTRACTOR:** The successful bidder who enters into a Contract with the City to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **DOCUMENTS:** The Bid Documents consist of the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- i) **INDEMNIFICATION:** Bidder/Contractor shall hold harmless, indemnify, and defend the City, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in both trial and appellate matters in any judicial and/or administrative tribunal) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify the City and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The City shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Bidder/Contractor indemnity is required.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the bid documents.

- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status
 - ii) will submit such reports as the City may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
- p) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Contractor, that this provision exists.

3) SUBMITTING A "NO BID" OR A "NO CHARGE":

- a) Bidders that wish to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then bidders must mark those item(s) as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

4) PERMIT FEES:

The successful bidder shall pull all required building permits and shall submit for reimbursement. These fees shall not be included in the bid. These fees will be reimbursed, at cost, as a separate pay item. Permit fee receipt shall be submitted as part of invoice.

5) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Purchasing Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Purchasing. In addition, all Addenda will be posted for review by the General Public on the City web site:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID>

- b) A notification will be emailed to vendors who are registered for that particular bid on the web site.

- c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

6) PROTEST PROCEDURES:

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal Invitations To Bid shall include the following statement: **“NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.”**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Purchasing Manager.
- c) **NOTIFICATION:** Purchasing shall post all recommendation of awards available for review by the General Public on the City web site: <http://www.egovlink.com/winterhaven/postings.asp?listtype=BID> . A notification will be emailed to vendors who are registered for that particular bid on the web site.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City's Procurement Services Division Director a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Services Division Director no later than three o'clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars (\$1,000.00) in the form of a cashier's check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Services Division Director shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.
 - i) If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Purchasing Manual, action may be taken to secure the goods or services.
- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Services Division Director within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:
 - i) City bid number and/or title (if applicable).
 - ii) Name and/or address of the City department, division or agency affected (if known).
 - iii) The name and address of the affected party, and the title or position of the person submitting the protest.
 - iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
 - v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
 - vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
 - vii) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Procurement Services Division Director will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the 108 Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Services Division Director or designee. The City Attorney or designee shall be present and act

in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Services Division Director or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:

- i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.
- g) The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.
- h) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

7) RESPONSES

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Bid Documents. No bid will be accepted after the specified deadline or at any location other than that specified in the Bid Documents. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time and place stated in the Bid Documents.
- b) The Purchasing Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.
- c) Sealed bids, proposals, or replies received by the City pursuant to an Invitation to Bid are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the City rejects all bids, proposals, or replies submitted in response to an Invitation to Bid and the City concurrently provides notice of its intent to reissue the Invitation to Bid, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Invitation to Bid or until the City withdraws the reissued Invitation to Bid. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.
- e) Bid and a non-collusion affidavit should be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the desk telephone of the Executive Assistant to the Financial Services Director.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Bid Documents prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE**

CONSIDERED.

8) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

- a) The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

9) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

10) STATEMENT OF BIDDER'S QUALIFICATIONS:

- a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

11) LOCAL PREFERENCE ORDINANCE

- a) **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**
- b) Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:
- c) Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the Purchasing of goods and services when bids are sought as follows:
 - i) When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - ii) When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid

- requirements as determined by the City, or
- iii) When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - iv) When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - v) When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
 - vi) When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.
- d) The provisions of this ordinance shall not apply to the Purchasing of goods and/or services by the City of Winter Haven involving the following entities and/or situations as follows:
- i) Purchase and or sale of real property,
 - ii) Bids that meet the criteria of Florida Statute 255.0991, subsection (2), or are prohibited thereby,
 - iii) Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
 - iv) Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
 - v) The purchase of personal property to the extent governed by Florida Statute 287.084.
 - vi) Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

12) EQUAL EMPLOYMENT OPPORTUNITY:

- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

13) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.
- b) The MSDS shall be maintained by the City and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.

- iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- v) The emergency procedures for spills, fire, disposal, and first aid.
- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

14) *NOTICE*

- a) **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 construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**
- c) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the City if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

15) UNAUTHORIZED ALIEN(S)

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

16) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

17) ASSIGNMENT OR NOVATION:

- a) The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Contractor, may be made without the consent of the City.

18) PATENT INFRINGEMENT:

- a) The Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

19) PROGRESS OF WORK:

- a) If the Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Contractor's right to proceed with the work by giving it written notice.
- b) If the City terminates the Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the City does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

20) DELETED

21) DELETED

22) LIENS:

- a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

23) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the City of Winter Haven for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Winter Haven or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Purchasing for retention.

- c) This form will be completed on all firms performing construction and/or consulting work for the City of Winter Haven. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace 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 Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 workplace 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 workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY STATE ZIP

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

CITY OF WINTER HAVEN WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF WINTER HAVEN MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

Name

(1) He is _____ of _____, the
Title _____ Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

Signature

(Title)

My commission expires _____

RFQ-18-31 Winter Haven Skate Park Design-Build Services

Question:

Recognizing the speciality nature of the project, and the many facets of a well-executed design/build process, we respectfully ask if the City would be open to relaxing the page limit for the submission (ideally by another ~10 pages). Our intent is not to be overly elaborate with irrelevant information but to be informative with our presentation of relevant experience, and thorough in our description of project understanding and approach (both through written narrative and a charted work plan).

Response:

The page limit will remain as specified and unchanged.

RFQ Submittal Cover Page (this does not count as part of the maximum page limit)

January 3, 2019

Date

Everett Whitehead & Son, Inc.

Name of Company



Authorized Signature

E. Ryan Whitehead, President

Printed Name

Title/Position

601 6th ST SW

Physical Address

Winter Haven, FL 33880

City

State

Zip

ryan@whiteheadconstruction.com

Email address

(863) 293-6473 / (863) 299-2879

Telephone Number / Fax Number

Received Addenda #'s 1

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

Team Pain Skate Parks

WMB - ROI Architecture

Pennoni

Key Team members and addresses of principal office:

Ryan Whitehead, President

601 6th ST SW Winter Haven, FL 33880

Tim Payne, President

890 Northern Way Suite D-1 Winter Springs, FL 32708

Steve Boyinton, AIA Leed AP

331 W. Central Ave Suite 221 Winter Haven, FL 33880

Steve Elias, PE

2105 Dundee Rd Winter Haven, FL 33884

5.1 GENERAL INFORMATION

January 3, 2019

City of Winter Haven
Financial Services Department
551 3rd St. NW
Winter Haven, FL 33881

RE: RFQ-18-52
Re-Bid - Design Build Services for Skate Park

Everett Whitehead and Son, Inc. has assembled a strong team of Design and Construction Professionals with Skate Park Expertise to provide The City of Winter Haven with the Design Build Team that has an unsurpassed knowledge of the area.

Our team has been organized to provide the following KEY benefits:

- Everett Whitehead and Son, Inc. will contract directly with The City and then hire and lead the assembled team of industry experts
- NO LEARNING CURVE - (3) of the (4) Team members have completed multiple City projects with great success!

5.5.1

Team Overview:

Everett Whitehead and Son, Inc.

General Contractor currently operating under 3rd generation leadership in Winter Haven with a focus on Design-Build Projects

Team Pain

Florida based premier skate park design-build specialist working world-wide for over 30 years creating custom skate parks and skate structures for numerous municipal and government agencies, communities, private sector and professional skateboarders and bmx riders.

WMB-ROI, Inc.

Full service Architectural & Engineering firm providing open space Planning and Design services for parks and recreation departments throughout Central Florida for the last three decades

Pennoni / S&ME, Inc.

Full service Civil Engineer with five decades of engineering experience together with S & ME for Master-Plan consulting, Geotech and landscape design.

S&ME landscape architectural design staff have a long history of working with the Pennoni, WMBA and Team Pain in a collaborative environment early in the design process to establish the schematic site plan and project features.

Our team of experts and professionals are truly and uniquely dedicated to working hand in hand with The City of Winter Haven to deliver the best possible Skate Park, after all we work and live here long after the projects are complete!

We look forward to the opportunity to further present our team's qualifications to be your Design Builder.

With kind regards,



E. Ryan Whitehead
President

5.1 GENERAL INFORMATION

5.1.2 Licenses:

Everett Whitehead and Son, Inc.

E. Ryan Whitehead, President

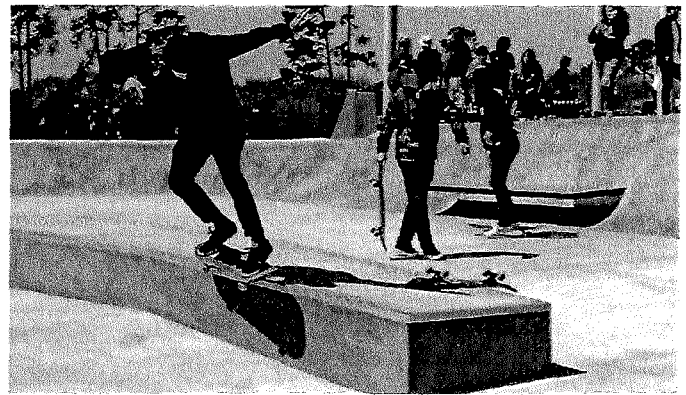


Frederick Wayne Mullen, PM



Note:

See resume appendix for licensure of TEAM members



Jax Beach Skate Park

City of Jacksonville Beach

2514 South Beach Parkway
Jacksonville Beach, FL 32250

Contact:

Robin Smith - Project Manager
Engineer Public Works
904-247-6213
rsmith@jaxbchfl.net

Size:

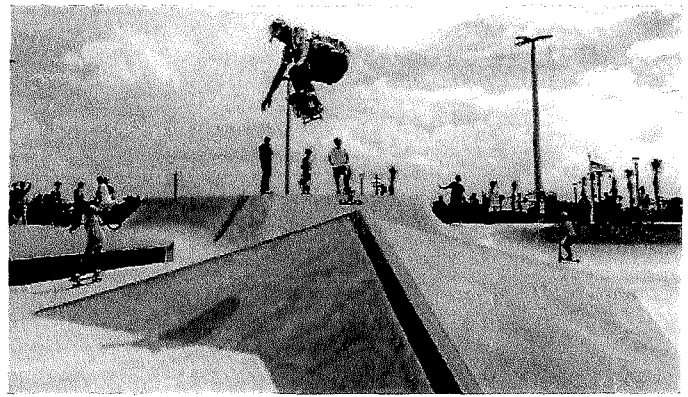
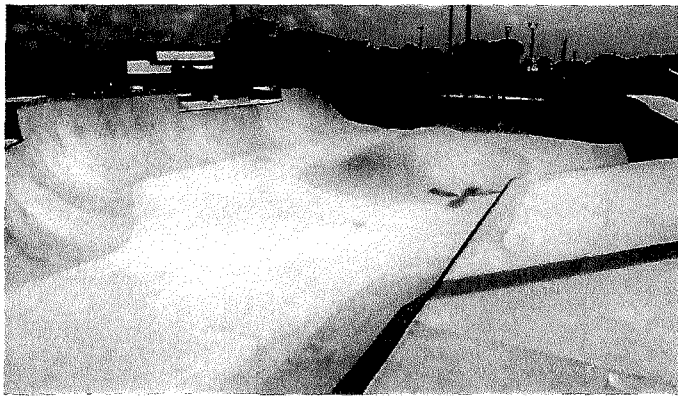
25,000 square feet
Advanced & intermediate bowls,
snake run & street plaza

Cost: \$1,930,969.00 - Site work, skate
park, landscaping & amenities

Skatepark completion: 2/13/17

The Jacksonville Beach Skate Park has been years in the making. The City began the process back in the mid 2000's but due to several reasons the project was put on hold. However, the effort of many in the skating community put the project back on the books. Team Pain provided a skate park concept to the City of Jacksonville Beach and the City Council approved the park's concept to move forward. The City chose a great location for the skate park, at South Beach Park, which is a very active, safe and aesthetically pleasing recreational facility. The City put out a design build RFP for the skate park and Team Pain was awarded the project. We teamed up with Flores Construction who provided stormwater, site work, landscaping and amenities for the overall project and Vickstrom Engineering for the stormwater and skatepark plans. Public input meetings were held with the skating community to develop the overall design. The park consists of advanced, intermediate

and beginner levels. We achieved this by fitting the snake run and advanced and intermediate bowls in the center of the park with the street plaza course surrounding the entire perimeter of the skate park. The street area contains stairs, ledges, china banks, hubbas, miniature spine corner, A frame ledges, step up, bump to rail, 5 down rails, hips, bump to ledge, 3 block, moguls, extensions, slappy curbs and a pole jam. The advanced bowl has pool coping, tile, waterfall and hips. The intermediate bowl contains pool & metal coping, tile and hips. With the City's budget we were also able to provide some **integral colored concrete** to areas of the park in addition to the final amenities that included shade structures, seating, entrance bricks and landscaping. The City is a model for ensuring the skate park was placed within an existing safe and active recreational facility and we are honored to have been a part of such a successful project!



West Melbourne Skate Park

City of West Melbourne
2240 Minton Road
West Melbourne, FL 32904

Contact:

Keith Mills
Deputy City Manager/Capital Projects
Director
321-727-7700
kmills@westmelbourne.org

Size:

22,000 square feet
Multi-level flow bowl & large street
plaza course

Cost: \$866,787.00 - Skate park & lighting

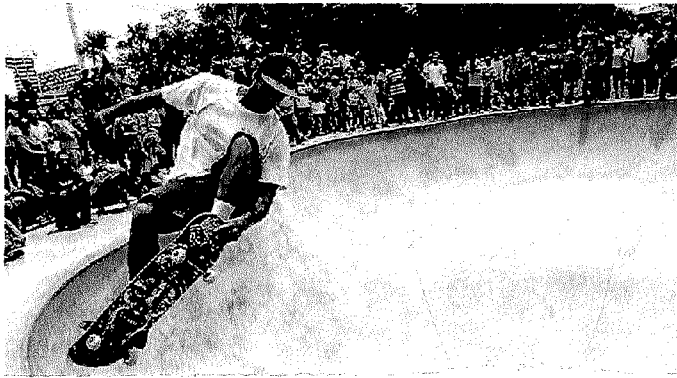
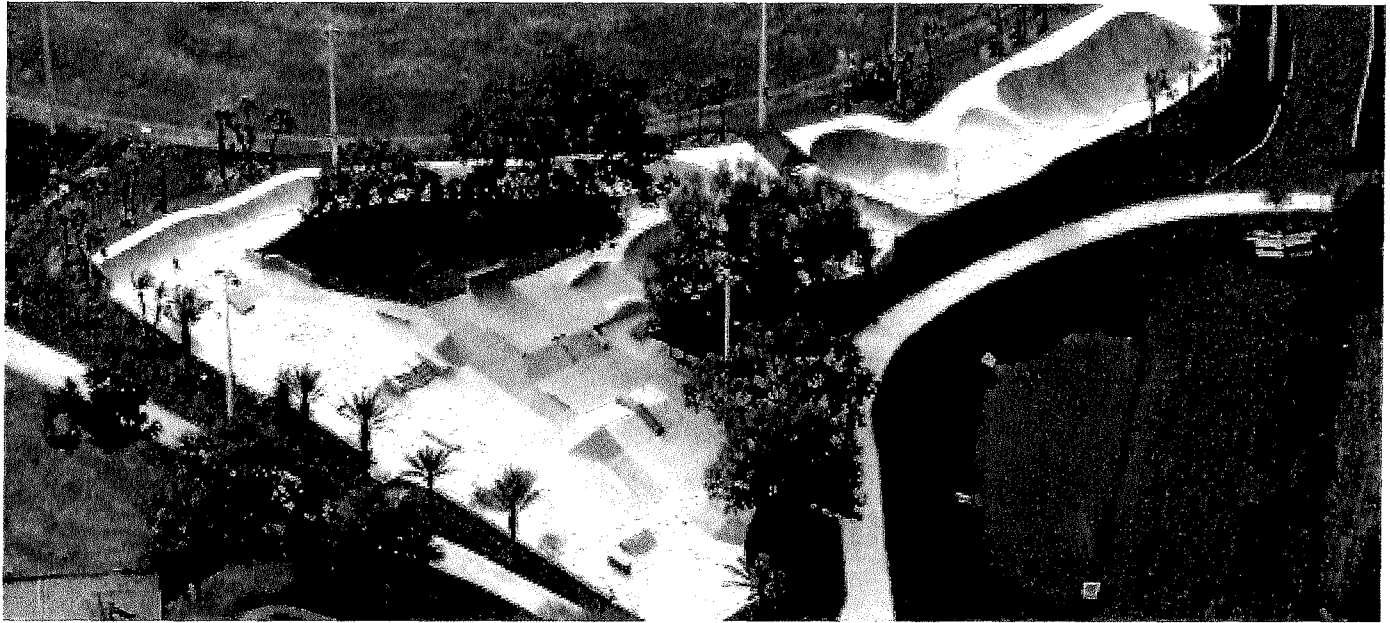
Construction Completion: 8/28/18

The City of West Melbourne, Florida went out to bid for the design and construction of a poured in place concrete skate park to be implemented into the City's new overall community park. The project was eventually awarded to Team Pain by City Council approval. The City requested a skate park that could accommodate competitions and bring in users from surrounding areas. Team Pain provided public input meetings to develop a design that would meet the needs of the community. The majority of the community requested a large street course with various features for multi-disciplined riders and levels of use. One of the first things you notice is the "shark tooth" feature located in the center of the street course. This feature allows you to pop your tricks really high as well as grind or slide on any of the edges from any angle or direction. The manual pad/hubba feature is a unique element that allows

you to perform high level technical or beginner level tricks due to its low height. Both of these features have been acid stained to provide interest. The course also features numerous handrails, flat bars, bump to bars, ledges, quarter pipes, banks and a stair set to accommodate any rider.

The flow course is a large transitional section of the park with multiple levels to accommodate various disciplines and provide for competitions. It features a huge mogul/rollover in the center of the bowl allowing for more speed to hit the outer edges and hips to blast off from. It also has pool coping and tile in several sections for that backyard pool feel that many transition riders enjoy.

This skate park is getting rave reviews from riders all over Florida and beyond!



St. Petersburg Regional Skate Park at Campbell Park

City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701

Contact:

Steve Ochsner
Capital Projects Coordinator
727-893-7111
steve.ochsner@stpete.org

Size:

28,000 square feet
Street plaza, snake run & 2 bowls

Cost: \$812,000.00 - Skate park only

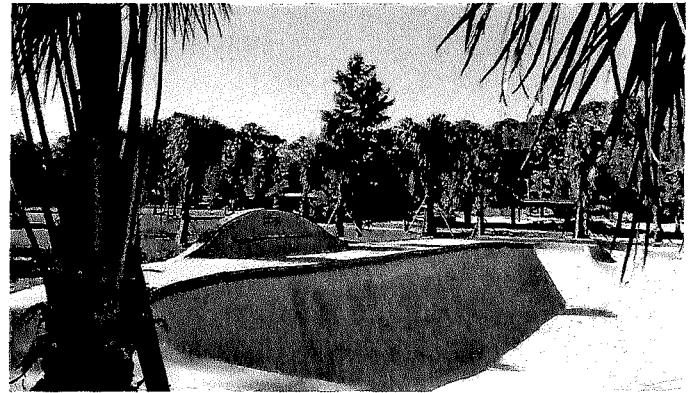
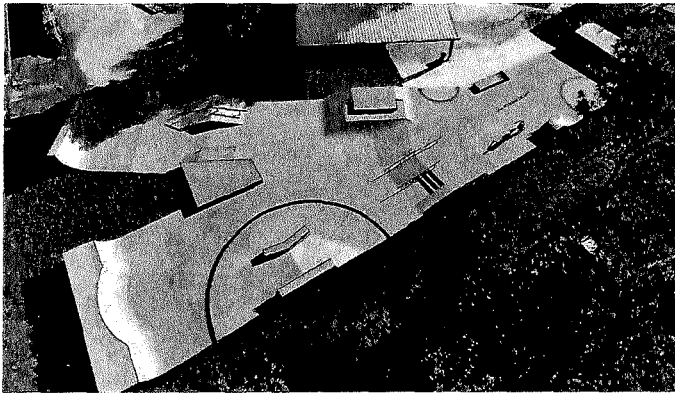
Skatepark Completion: 1/26/18

The City of St. Petersburg, Florida is a progressive municipality having several community skate parks. The St. Pete Skatepark Alliance spearheaded the need to have a larger: regional skate park to accommodate more users and provide a facility at the competition level within their community. The City's Mayor, Rick Kriseman was totally on board with his initiative for a "Healthy St. Pete" campaign, to ensure the areas youth had other outlets to keep them busy and fit. The City put out a request for proposal for design and construction of a poured in place regional concrete skate park. The team of Cutler Associates and Team Pain were awarded the project. Team Pain provided public input meetings with the user community to develop the overall design. Cutler Associates provided stormwater, site work and amenities for the overall project. Since this was going to be a regional skate park, the community voiced the desire to have different

disciplines and levels of use. With that, Team Pain was able to accommodate all users.

The park features multiple levels in both transition and street style use. The transitional areas include 1 large competition level bowl with depths of 11 foot 10 inches and a backyard style pool bowl at 8 feet deep. There is also a fun and mellow snake run with varying depths starting at 2 to 3 feet at the top of the run increasing gradually and finishing to 6 feet. Perfect for beginners or just cruising from one side to the other. The street plaza area contains many riding levels with numerous rails, ledges, banks, and hips, as well as, a stair set, quarter pipes, circular bank to wall ride and a custom granite pole jam.

A perfect park to hold those high level competitions that Florida is known for!



Sunset Island Skate Park

City of Eustis
10 N. Grove St.
Eustis, FL 32726

Contact:

Rick Gierok
Public Works Director
352-483-5480
GierokR@ci.eustis.fl.us

Size:

10,000 square feet
Street plaza & bowl

Cost: \$443,796.00 - Skate park, trees, sign
pavillion painting

Skatepark Completion: 10/19/18

The City of Eustis, Florida is a quaint small town located just outside Orlando. This quaint small town wanted to provide more recreational facilities for other activities and realized there was a need for wheeled sports within their community. The City put out a Request for Proposal and Team Pain was awarded the skate park project. Rick Gierok, Public Works Director, was great to work with. To save funds, so it could go directly into the skate park, the City's Public Works Department prepared the site by importing fill, grading and installing the drain lines prior to Team Pain starting construction of the skate park. In addition, the City provided fine grading, sod and landscaping after completion of the skate park work. Team Pain developed an initial concept and provided public input meetings with the user community to develop the overall final design. The community wanted a street plaza course

and a progressive intermediate bowl with pool coping and tile along with a roll in/channel that not only provides easy access for beginners to enter but also offers challenges to intermediate and advanced riders for "grinding" and maneuvering various "airs" across the channel. It offers a unique design that leads you from the round corners into the mini hips to keep things fresh and challenging.

The street plaza features multiple elements that engage riders from beginner to expert and contains numerous staple features, like rails, ledges, banks, manual pads, hips, as well as, a stair set and quarter pipes. Its also accented with colored concrete and acid staining to provide a unique aesthetic, depth of field for the user and reduce overall glare from the sun. We were happy to be a part of this great community skate park project!



"2014 Build It Award" - from the Heart of Florida Section Florida Chapter of the American Planning Association

Lakeland Skate Park at Fletche Park

City of Lakeland

800 US 98 South
Lakeland, FL 33801

Contact:

Pamela Page
Deputy Director of Parks & Recreation
863 834-6088
pam.page@lakelandgov.net

Size:

24,000 square feet
Street Plaza, Obstacles, Snake Run,
Bowls & Sculptural Elements

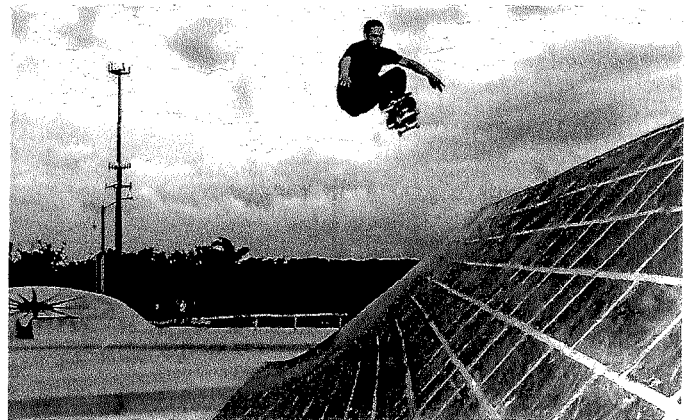
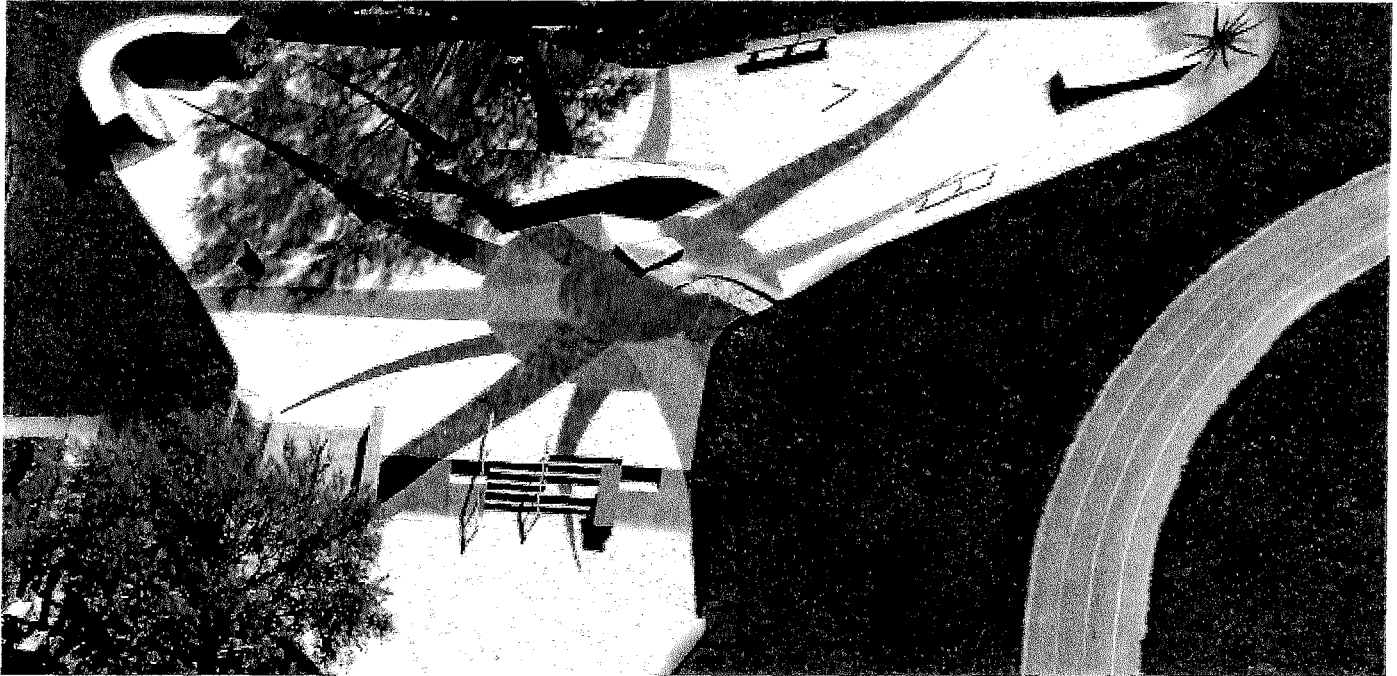
Cost: \$678,089.00 - Skate park only

Skatepark completion: 5/1/13

This project was an inspiration for the dedication the City of Lakeland had for their community of skaters. The force behind it was Deputy Director of Parks and Recreation, Pam Page. From the moment the city said go; it was all positive vibes to say the least. The City fully backed all of our suggestions to ensure the most multi level park for their community. From the **colored concrete and the granite ledges** this park packs a punch. Located in the heart of Lakeland, Florida the community was asking for a well rounded park. Through community input we put our heads together to produce a park for all disciplines and levels. This park is broken up into 4 main skating areas. The Advanced bowl is a multi level bowl with hips that allow for big airs and transfers. The Intermediate bowl has many elements like; hips, extensions, transitions to bank to walls, escalators and mogul all lining up perfect

for continuous momentum. The street course has ledges, Jersey barricades, multi manual pads, granite, manual pads and flat bars, banks, step ups, stairs and handrails and a little mini ramp. Last but not least is the Snake Run featuring pool coping and tile in the deep end, mini spine, hips, ledges, metal coping, concrete spine edge and bump to bump roll in. The City change ordered for additional architectural concrete seating benches and Team Pain provided these services.

Because the City listened to their community and wanted to provide an outstanding skate park facility, Lakeland is now a skateboarding mecca with skaters coming from nearby states to enjoy this destination park.



Apollo Beach Skate Park

Hillsborough County, FL
664 Golf and Sea Blvd.
Apollo Beach, FL 33572

Contact:

Bill Hand – Hillsborough County
Project Manager
(813) 272-5810

Size: 12,000 square feet
Street Plaza and Obstacles

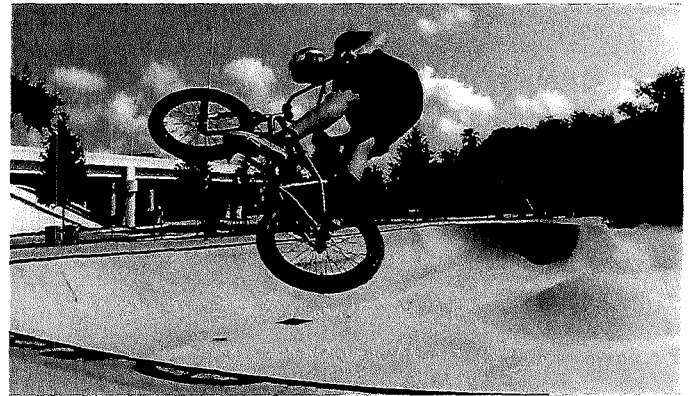
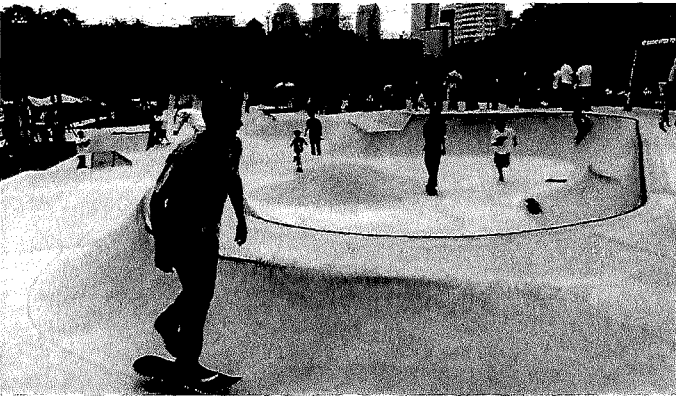
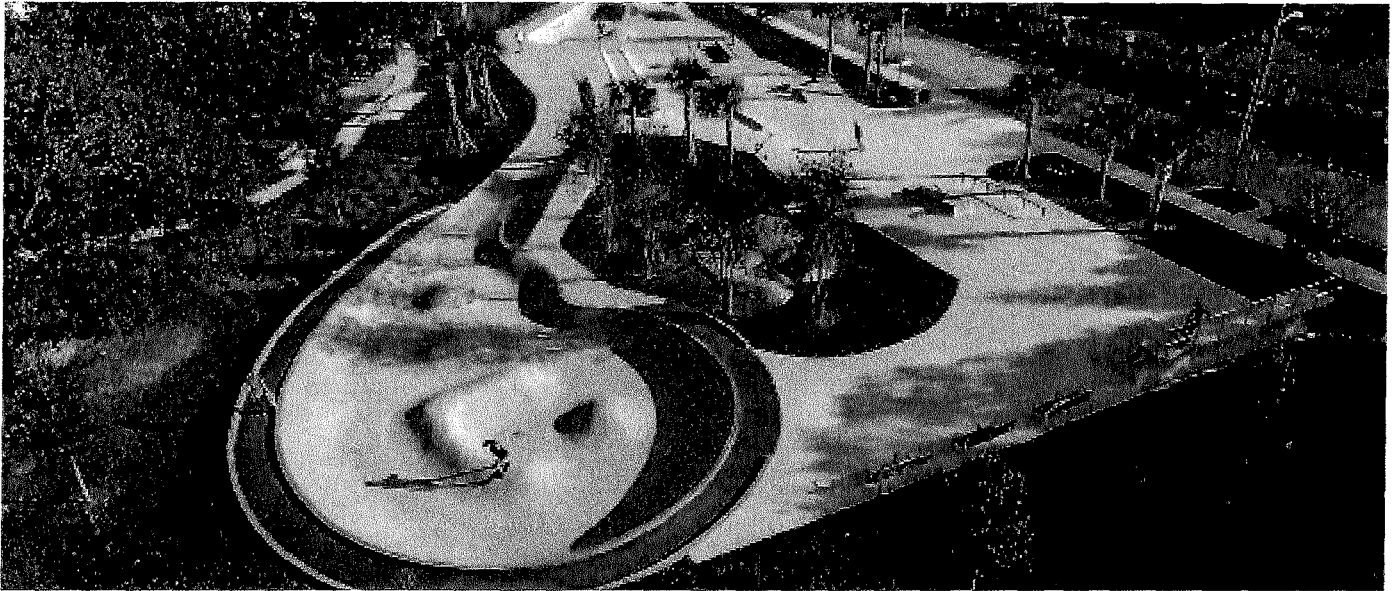
Cost: \$323,198.00 - Skate park only

Skatepark completion: 1/22/12

Hillsborough County, Florida and the skating community wanted more of a street plaza environment for their skate facility. Team Pain teamed with Charlotte Engineering to provide the plans. Team Pain provided community input meetings and conceptual designs to the engineer. A general contractor performed the site work and amenities while Team Pain performed the specialty skate park construction of the 12,000 square foot facility. The County also wanted to incorporate artistic features and was able to receive additional funds from an art grant.

Team Pain designed the "sun" layout and incorporated acid staining and black stamped brick patterns throughout the park, in addition to using granite and rocks to make the facility aesthetically pleasing.

The skate park contains: a step up, rock gap, multiple ledges, stairs and handrails, 3 granite elements that include a bench, ledge & ledge wall, jersey barrier, quarter pipe and hip, large bank and radius launch kicker.



**Perry Harvey Sr. Park aka
"Bro Bowl 2.0" Replacement**

City of Tampa

Perry Harvey Sr. Park
900 Scott Street
Tampa, FL 33619

Contact:

Cutler Associates
Darryl Salustro - Project Manager
(813) 637-8883
dsalustro@cutlerdb.com

Size:

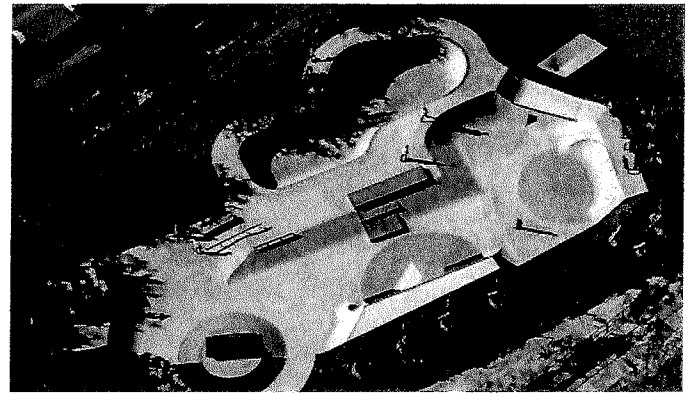
16,750 square feet
Bro Bowl replica and multi level
street course

Cost: \$461,278.00 - Skate park only

Skatepark completion: 1/16

The Perry Harvey Sr. Park Skate Park aka "Bro Bowl 2.0" was formally dedicated to the public on April 16, 2016. The original "Bro Bowl" was one of the first public skate parks in Florida, built in the 1970's and the first skate park to be added to the National Register of Historic Places. Ultimately though, the City of Tampa was in favor of demolishing and relocating the skate park to honor Tampa's once thriving black business districts by creating "Perry Harvey Sr. Park" to include statues, murals and other interactive artwork. The bowl's original location was right in the middle of an area with historic roots to the African-American community's business and cultural tradition in Tampa. City officials have long preferred to make the park a place to honor that history and relocate the bowl. There was push back from the local skaters to keep the original bowl but after years of discussions, the City and local skaters finally agreed to rebuild the Bro Bowl and allow for a larger park so that both areas could be active

and become a great asset for all segments of the community. The City awarded the overall project to General Contractor, Cutler Associates, and Cutler enlisted Team Pain to design and build the new skate park. The original bowl was intricately laser-scanned in order to replicate the original one. Once on site, we made some minor adjustments to make the overall ride even better, while ensuring the same feel of the original park. The new skate park also includes an additional 12,000 square foot section consisting of "street" elements for the newer generation of skaters, giving the park a more modern level of use. The street section includes a stair set, rails, banks, quarter pipe, hips, benches and ledges. Not only are we super stoked to be apart of such a historical landmark, the new skate park is an homage to the original and we were able to keep various sections of the demolished Bro Bowl placed as sculptures inside the skate park to honor such a great movement in the Tampa Bay area!



Florida West Coast Branch American Public Works Association 2014-2015 "Project of the Year" (Structures)

Zephyrhills Skate Park

City of Zephyrhills
39096 Alston Avenue
Zephyrhills, FL 33542

Contact:

Shane LeBlanc
Public Works Director
813-780-0022 x3561
sleblanc@ci.zephyrhills.fl.us

Skate park size:

8,000 square feet
Street course and Bowl

Cost: \$227,296.75 - Skate park only

Skatepark completion: 1/8/15

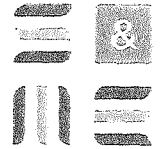
The City of Zephyrhills Florida is a very small town located in the middle of the state between Orlando and Tampa. The area only had a steel constructed skate park that was falling apart so the City needed an upgrade. The community rallied up the city, who dedicated a budget to provide a small skate spot/skatepark for the community. They sent out a nationwide bid for the design and construction of a new concrete skate park. The team of Team Pain & Flores were awarded the project and worked with the city's engineer, who was under a continuing services contract, to prepare the engineered plans. This allowed the City to secure as many funds as possible to go towards the actual construction of the new facility. We conducted multiple public input sessions for design development. The community desired both street and transition elements, but their budget was just shy of properly providing their needs. With the city's support, the community applied and was awarded

the Tony Hawk Foundation grant. Team Pain reached out to vendors for donations, including colored concrete, and used the media to help spread the word to help expand the skatepark! The world renowned Skatepark of Tampa also donated a Skate Art feature and the City transported the piece. Together the project was able to grow in size to an 8,000sf skate park.

The bowl is a multi-level bowl with pool with colored concrete on the flat bottom, tile, steel coping, escalators, extension, 5 corners and two awesome hips! The street course came out unreal! There are quarter pipes, hips, china banks, textured banks, the donated skate art piece, various rails and ledges, jersey barriers, and on one of the rails an actual piece of rail road track was used that lines up with the train line a block away! Our Team is very proud to have worked with both the City & community's inspiring efforts.

5.2 through 5.8 - ADDITIONAL EXPERIENCE - HIGHLIGHTED CONCRETE SKATEPARK PROJECTS

Location	Completed	Size	Features
City of West Melbourne, Florida	August 2018	22,000 sq.ft.	Park course & street plaza course
City of St. Petersburg, Florida	January 2018	28,000 sq.ft.	Street plaza, snake run, 2 bowls
Woodward, Pennsylvania - Cage 2.0	May 2017	14,000 sq.ft.	Competition BMX Park terrain
City of Satellite Beach, Florida	March 2017	17,960 sq. ft.	Bowl addition & street renovation
City of Jacksonville Beach, Florida	February 2017	23,000 sq. ft.	Bowls, street & snake run
City of Golden, Colorado	November 2016	21,500 sq.ft.	Full pipe, bowl, street & snake run
Town of Orange Park, Florida	August 2016	11,000 sq. ft.	Obstacle street course
Charleston County, South Carolina	June 2016	33,000 sq. ft.	Bowls, snake run & street course
City of Tampa, Florida-Perry Harvey Bro Bowl	January 2016	17,000 sq. ft.	Replica of "Bro Bowl" & new street course
Orange County, Florida - John Young Park	November 2015	8,000 sq. ft.	Street, bowl hybrid
City of Pueblo, Colorado - El Centro del Qunito	October 2015	23,000 sq. ft.	Street, bowls, transition hybrid
Town of Apex, North Carolina	August 2015	18,000 sq. ft.	Street, bowl
City of Zephyrhills, Florida	January 2015	12,000 sq. ft.	Bowl, street
Town of Breckenridge, Colorado	October 2014	18,000 sq.ft.	Bowls, Snake Run, Street, Art Elements
City of Loveland, Colorado	September, 2014	15,000 sq.ft.	Bowl, Snake Run, Street, Art Elements
City of Jackson Springs, Florida	January 2014	13,000 sq.ft.	Street, Ditch/flow hybrid
City of Port Orange, Florida	December 2013	13,000 sq.ft.	Renovation - Flow & beginners course
City of Lakeland, Florida	May 2013	25,000 sq.ft.	Street, Snake Run, Bowls, Sculptures
City of Gunnison, Colorado	November 2012	12,000 sq.ft.	Bowl, flow course, street
City of Virginia Beach, Virginia	October 2012	20,000 sq.ft.	Snake run, bowl, street course
City of Bradenton, Florida	August 2012	15,000 sq.ft.	Bowl, street
City of Wheat Ridge, Colorado	June 2012	12,000 sq.ft.	Bowl, street
Hillsborough County, Florida-Brandon	February 2012	14,500 sq.ft.	Bowl, street
Hillsborough County, Florida-Apollo	January 2012	12,000 sq.ft.	Street
City of Arvada, Colorado	December 2011	42,000 sq.ft.	Street, bowls, snake run, beginner
City of Northglenn, Colorado	July 2011	16,000 sq.ft.	Bowl, cradle, street
City of Lafayette, Colorado	December 2010	19,000 sq.ft.	Pool, bowl, snake run, street, beginner
City of Sunny Isles, Florida	December 2010	7,000 sq.ft.	Street
City of Broomfield, Colorado	June 2010	12,000 sq.ft.	Pool, bowl, street
City of Arvada, Colorado	April 2010	5,000 sq.ft.	Skate spot
City of Steamboat Springs, Colorado	November 2009	9,600 sq.ft.	Bowl, street
Village of Roxborough, Colorado	August 2009	15,000 sq. ft.	Pool, bowl, street course
City of New Tampa, Florida	April 2009	15,000 sq. ft.	Bowl, street/flow course
City of Colorado Springs, Colorado	November 2008	40,000 sq. ft.	Street course, plaza, pools, bowls
City of Jacksonville, Florida	June 2008	8,000 sq. ft.	Street / flow course
St. Lucie Co. - Ft. Pierce, Florida	April 2008	13,000 sq. ft.	Street course with snake run
City of Antwerp, Belgium	November 2007	10,800 sq. ft.	Pool, bowl, full pipe
Charlotte Co. - Englewood, Florida	June 2007	18,000 sq. ft.	Bowls, Snake Run, Street
City of Milton, Florida	January 2007	8,000 sq. ft.	Bowl, hybrid street, snake run
City of Antwerp, Belgium	September 2006	9,300 sq. ft.	Street Course
City of Naples, Florida	July 2006	13,500 sq. ft.	Snake run, Pool, Bowl
City of Kortrijk, Belgium	October 2005	8,000 sq. ft.	Bowl, Cradle, flow course
City of Cocoa Beach, Florida	May 2005	13,400 sq. ft.	Flow Course, Bowl, Cradle, Street
Kona - Jacksonville, Florida	May 2005	Skate pool	Pool Renovation
City of Powell, Ohio	October 2004	18,000 sq. ft.	Pool, Street, Beginner, Flow Course
City of Sarasota, Florida	October 2003	25,000 sq. ft.	Flow Course, Bowl, Pool, Street
City of Oviedo, Florida	June 2003	30,000 sq. ft.	Flow Course, Bowl, Street
City of Mason, Michigan	August 2002	12,500 sq.ft.	Flow Course
City of Lansing, Michigan	May 2002	18,000 sq. ft.	Flow course, street
City of Tallahassee, Florida	January 2002	25,000 sq. ft.	Flow course, street



PROJECT DETAILS

Dates: 2016 and 2018
(Master Planning)

S&ME Fees: \$4,500

OWNER REFERENCE

City of Winter Haven, FL
Mr. T. Michael Stavres
Assistant City Manager
451 Third Street NW
Winter Haven, FL 33881
T: 863.291.5600
E: mstavres@mywinterhaven.
com

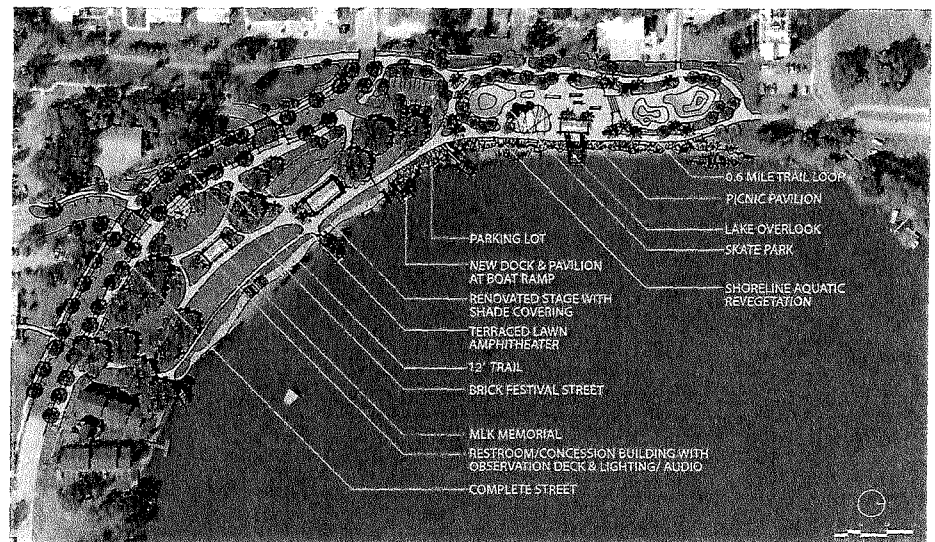
SERVICES & PERSONNEL

Landscape Architecture

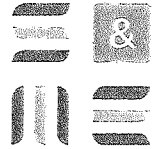
Jay Hood, PLA
Bruce Hall, PLA
Wenjun Lu

Lake Silver/MLK Park Skate Facility Master Plan

Winter Haven, Florida



S&ME developed three alternative skate park concepts for the City of Winter Haven to understand the opportunities to develop a skate park on a sloping site along the shore of Lake Silver. Each concept for the +/- 20,000 square foot skate park looked to integrate the topography into the design by layering skate elements, creating overlooks and incorporating an adjacent trail into the park design. At the request of the City, S&ME updated the skate park design as part of a master planning effort for the City's MLK Park renovation.



Ocala Skate Park

Ocala, Florida

PROJECT DETAILS

- Dates: 2016-2018
(Design), 2018-2019
(Construction)
- Construction Cost:
\$410,000 (Phase 1A)
- S&ME Design Fees:
\$71,000

OWNER REFERENCE

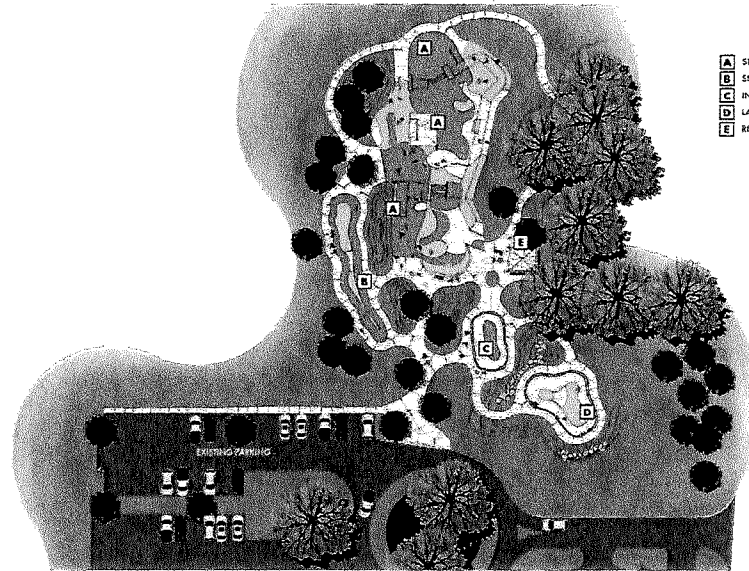
City of Ocala, FL
Ms. Kathy Crile, CPRP
Recreation & Parks Director
828 NE 8th Avenue
Ocala, FL 34470
T: 352.368.5517

SERVICES & PERSONNEL

Landscape Architecture
■ Jay Hood, PLA
■ Bruce Hall, PLA
■ Carrie Read, PLA

Civil Engineering

■ Ben Ellis, PE
■ Brooke England



- A STREET COURSE (PHASE 1)
- B SNAKE RUN (FUTURE PHASE)
- C INTERMEDIATE BOWLS (PHASE 1)
- D LARGE BOWLS (FUTURE PHASE)
- E RESTROOM/LIGHTING (PHASE 1)

S&ME, as part of a design build team, with Team Pain and Stentiford Construction Services provided landscape architecture and civil engineering services for Ocala's new skate park at Tuscawilla Park. The \$635,000, 15,000 sq. ft. skate park has been designed for a phased construction and features a street course, snake run, large and small bowls, a restroom building and lighting. The first phase of the project will include a street course and a skateable perimeter walkway. The project is scheduled to open in early 2019.



*St. Lucie County Skate Park

Fort Pierce, Florida

PROJECT DETAILS

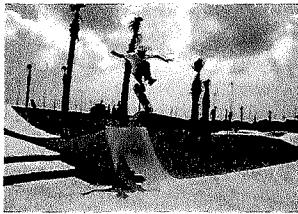
- Dates: 2007-2008
- Design Fees: \$67,000

OWNER REFERENCE

St. Lucie County, FL
2300 Virginia Avenue
Fort Pierce, FL 34982
T: 772.462.1518

SERVICES & PERSONNEL

Landscape Architecture
■ Bruce Hall, PLA



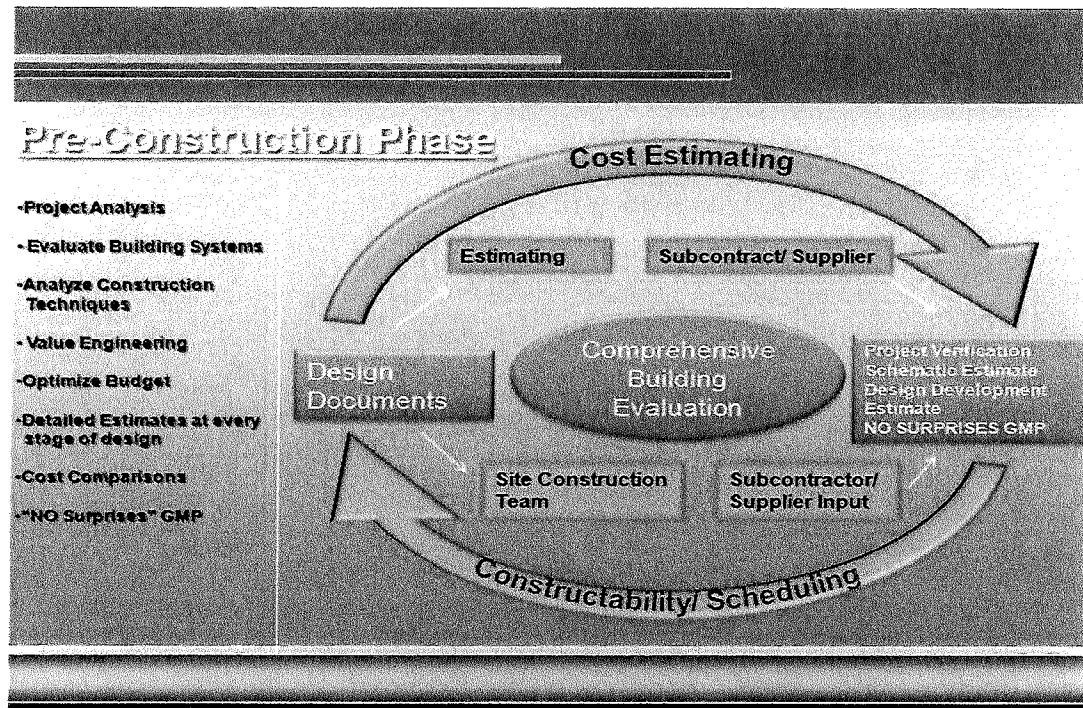
S&ME staff members worked with Team Pain on the master planning and construction documents for the 15,000 sq. ft. St. Lucie County Skate Park in Lawnwood Park. The skate park is laid out as a circular run through a series of street features, snake run, and bowl with additional elements in each of the areas. At the center of the park is a green space providing a visual relief from the expanse of concrete and an opportunity for seating beneath the shade of a palm tree cluster. A shade structure is located over a portion of the course and a shaded observation area is present near the park entrance for viewing.

**Services provided by S&ME team members during prior employment.*

5.9 PROJECT APPROACH

5.9.1

Our comprehensive and systematic approach to every project is based on our *Integrated Project Delivery*, where all participants collaborate on the project from inception through successful completion, creating a cohesive “Project Team”. We proactively promote these principles through our proven means, methods, processes and our approach to constructability, design, and coordinated delivery.



Our team’s approach to successfully executing seamless projects involves integrating the Owner, Stakeholders, and the design and construction professionals into one cohesive team. The early involvement and expertise of our team will allow significant collaboration when critical decisions have to be made; from the impact of the design to the means and methods, quality control, cost constructability, material selections, and schedule – all of which is beneficial to the Owner.

Everett Whitehead & Son will execute the standard AIA agreement, serve as the GC and act as the single point of responsibility between the Owner and our proposed Design Team.

We assemble our team of professionals with a proven track record to provide the following benefits:

- Lead a team of uniquely qualified partners and industry experts to deliver a high-quality project, within the Owner’s budget and schedule objectives.
- Promote a high level of collaboration, coordination and communication among team members.
- Provide a streamlined management and decision-making process.
- Provide continual estimating and pricing services throughout design and construction.
- Construct the project safely and with sensitivity towards occupied buildings adjacent to the site.
- Resolve project challenges quickly and safely, maintaining the highest level of quality.
- Promote the use of local and small business firms in a proactive manner.

5.9 PROJECT APPROACH

Our project team will charrette at the beginning of the design phase to develop a schematic site plan which will meet the desires of the RFQ, be a feature amenity to the community of Winter Haven and accommodate expansion as desired in the future.

Our project approach results in improved decision making, evaluation of value engineering options where it provides the most benefits to the project, and development of a project specific work plan with full understanding by all parties.

General – The development of our proven approach begins with a clear understanding of the contract requirements and project goals. With that as the basis, our team will proactively look for opportunities to accomplish the following:

- Reduce the cost, shorten the schedule and improve the design of the facility.
- Ensure continuity of design intent and adherence to sustainable goals.
- Incorporate proven techniques and methodologies.
- Ensure the project meets all program requirements and the Owner's goals.
- Provide a facility which minimizes maintenance for the end user.

Estimating - Everett Whitehead & Son's approach to estimating will begin in the early preconstruction phase. This is the time for optimizing value while meeting the design requirements and staying within budget constraints. This Design Build team has extensive knowledge and experience in successfully accomplishing the objective of cost control from design through construction.

At various stages of the design, estimates will be prepared to determine if costs are in line with budget. Potential cost issues will be identified as early as possible and the team will work to mitigate the impact through the use of alternate design solutions, value engineering, etc.

Scheduling - All schedules are prepared "in-house" by Everett Whitehead & Son's own project staff. Outside consultants are never required or used for scheduling. Whitehead & Son uses and provides computer-generated schedules on all of its projects. These schedules include all phases of the project from preconstruction & design through construction, project closeout and warranty phases. The latest version of Primavera Sure Trak Project Manager is utilized to develop, maintain and update project schedules at all stages of construction. Sure Trak Software is used to schedule and track progress in the field on a daily basis.

Everett Whitehead & Son utilizes subcontractor input throughout the project to insure accuracy of scheduled durations and logic for various components of the work. During the bidding and pre-construction phase, pre-bid meetings are held to determine project durations, particularly on item that may be long-lead procurement.

Management - Assigning a knowledgeable operations team to manage this project is important. Various software programs will be implemented to assist the staff in managing the project, including Prolog, which is contract control software used to track submittals, shop drawings and RFIs, aid with cost control and prepare meeting minutes. Several other tools are also used by our operations team such as material expediting and submittal schedules, which track material submittals, approval, fabrication and delivery to insure critical items are delivered when they are needed and don't impact the construction schedule. Purchasing schedules are also used to track buy out of the project and insure the critical subcontractors such as site, civil and MEP are contracted in a timely manner.

Quality Control - Everett Whitehead & Son's quality control policy is built on 65 years of experience in the construction industry. Our approach to quality control begins during the development of the design and specifications at which time we establish a proactive, job specific Quality Control Program intended to catch problems with non-conforming work before they begin.

The key elements of this program are as follows:

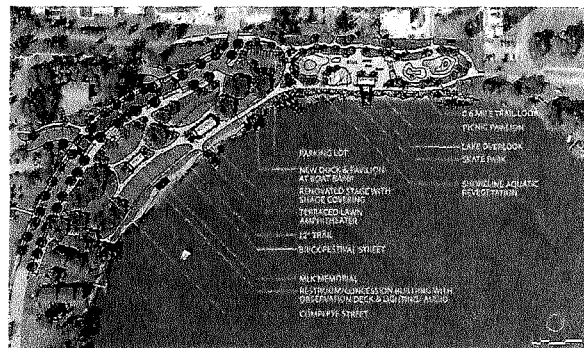
- Careful review of the shop drawings & submittals to ensure full compliance with plans & specs.
- Review of the project specifications, codes and standards, instructions to bidders, and the Quality Control Program with the subcontractor's key personnel before actually starting work. This allows the project team to discuss the critical elements of construction, to review the required codes and standards and to clarify the requirements and expectations for quality, safety & schedule.
- Early procurement and installation of mock-ups and samples to ensure compliance with specifications and design intent and to allow modifications if required.
- Quality control testing of materials conducted and monitored to ensure compliance with the design specification requirements.
- Daily field inspections by our project superintendent to ensure the work is being performed in accordance with the specifications. The project manager also walks the project daily to review the progress and observe the quality of the work and make corrections as needed.
- Weekly safety meetings and composite jobsite cleanup crews contribute to a safe and clean site which results in a higher overall quality.
- Establish weekly quality meetings and tours of the project with key participants to review and approve the first installed samples of work or mock-ups.
- Inspection and acceptance testing of key systems for compliance with the specified codes and standards.
- Notation, correction and sign off on conditions that do not meet established standards before the next inspection and while the subcontractor is still on site.
- Start-up and commissioning of all equipment and systems conducted by qualified firms or individuals in the presence of the Owner, users, designers and construction manager.

Dispute resolution - Our team will work together to create a simple method for dispute resolution. Essentially, problems are to be solved following a "chain of command" with a time frame for resolving the problem. Emphasis is placed on empowering employees to at the working level to make decisions, resolve problems and settle disputes. For example, first the foreman will work with the electrician to solve a problem. If the problem is not resolved in 24 hours, it is escalated to the next level. At the second level, if the project superintendent and the electrician's supervisor cannot resolve the issue within the set time frame, then it moves up to the next level, and so on. This process continues, if necessary, up to the principals. Disputes are to be resolved by the most economical means available, keeping in mind the integrity of the project and the requirements of the contract documents. Time, money and changes are all subject to the strict interpretations of the appropriate contract clauses.

Safety - On every project Safety is of paramount importance. Whitehead has an excellent safety record and is committed to safety on our projects from beginning through completion and Owner occupancy.

TEAM ESSENTIAL KEYS TO PROJECT APPROACH:

Unique knowledge of the surrounding areas combined with Cohesive Project Planning for both current and potential future use as an end-user with vested interests in our community.

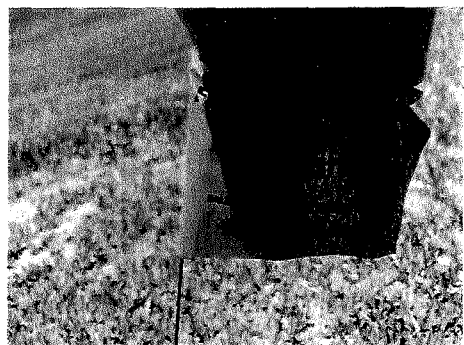
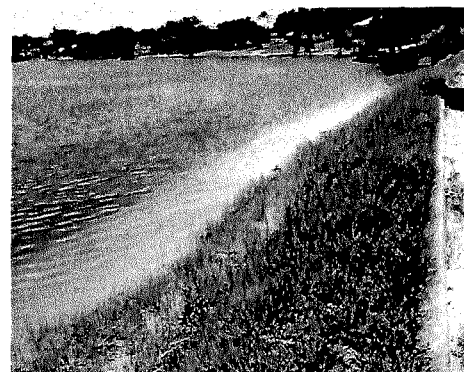


5.9.2

As with past skate park design projects with Team Pain, S&ME will work with Tim Payne and his staff early on to create a unique skate area which will differ from many other similar facilities and introduce green spaces and living spaces into the skate environment for the skaters, those observing and those who accompanied the skaters. As with Lakeland's skate park, two "living rooms" and other shaded environments were to developed to accommodate each visitor. The unique character of the slope across the site to Lake Silver, the waterfront and the trail will afford this facility greater visibility and an opportunity to create a skating experience and space which will accommodate all visitors.

As with any project, there are always issues to plan-ahead for and the Skate Park site has a few challenges that we will be ready for:

- Site location, safety and proximity to residents.
 - In addition to the fact that this project is located next to the existing park and amphitheater, this type of project is a prime example of an attractive nuisance. Temporary construction fence will be installed around the entire site to ensure public safety.
 - Due to the site's proximity to Lake Silver it will be critical to investigate the current soil conditions and establish the existing water table for possible recessed skate elements.
 - Erosion & sediment control will be critical to protect the adjacent lake.
- As this project is located adjacent to an existing park containing restroom facilities, the anticipated work will consist largely of the following:
 1. New parking lot access and layout.
 2. Skate Park design, site features/ shade pavilions and implementation of these items.
 3. Grading, storm water remediation, BMP's.
 4. Possible site lighting.
- Existing underground phone & fiber optic lines as well as other utilities will need to be relocated to accommodate the placement of new amenities and associated grading changes.
- Associated rain gardens, landscape and irrigation.
 - The existing storm water swales will require extensive reworking to accommodate the new raingardens & associated landscaping.

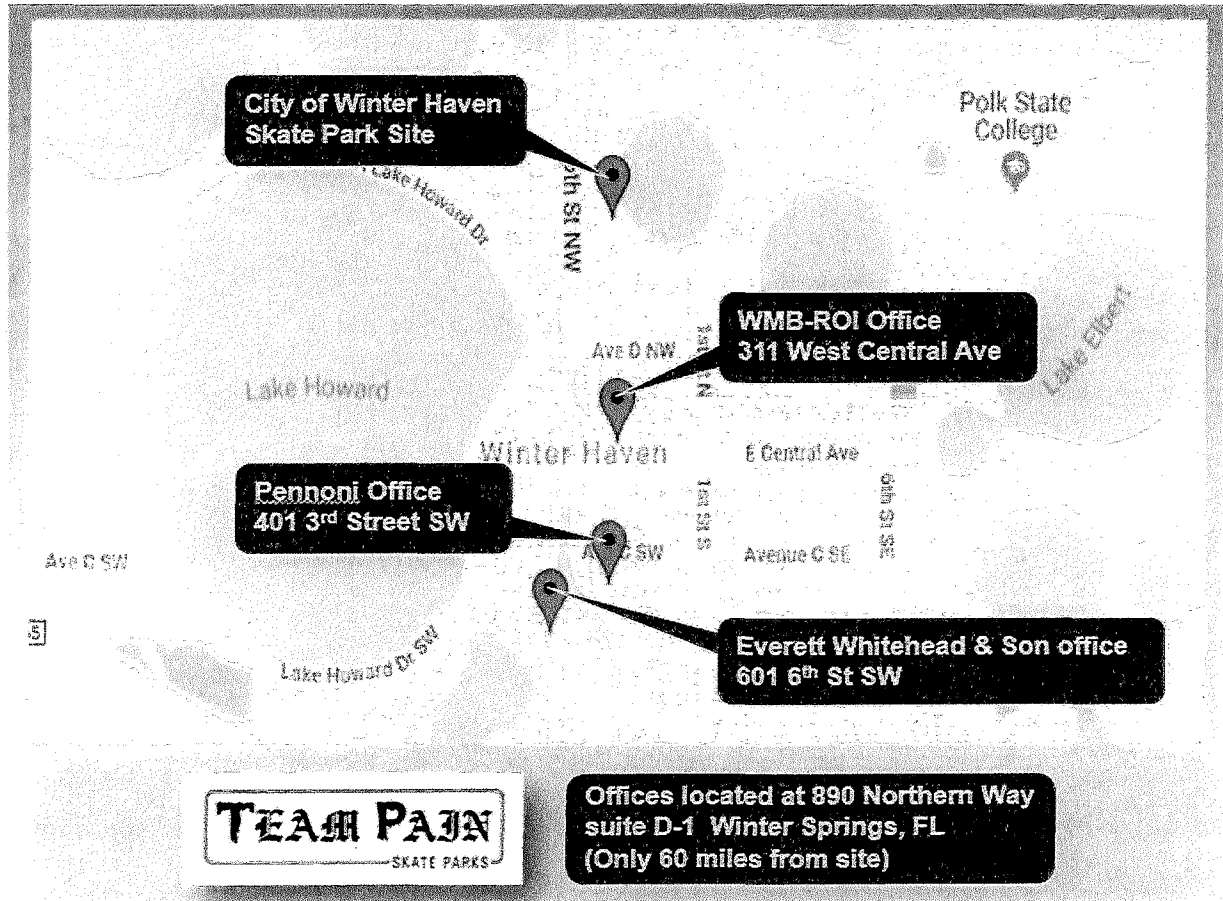


5.10 LOCAL PARTICIPATION AND STAFFING

5.10.1

Everett Whitehead & Son, Inc. proactively seeks local trade participation in every project, throughout our **65** years of constructing in Winter Haven we can proudly boast that we have built a strong alliance among local subcontractors and suppliers that we rely on to deliver our projects. Each employee of Everett Whitehead & Son, Inc. resides in Winter Haven.

5.10.2



As demonstrated above, Everett Whitehead & Son, Inc. has assembled a team of truly local businesses to provide the City of Winter Haven Design Build services for the Lake Silver Skate Park.

The Team listed below boasts an 8.75 out of 10 possible points achievable:

General Contractor	-	Everett Whitehead & Son, Inc.	- LOCAL
Architect/Engineer	-	WMB-ROI Architects Inc.	- LOCAL
Civil Engineer	-	Pennoni	- LOCAL
Skate Park Consultant	-	Team Pain	- CENTRAL FLORIDA

5.11 ORGANIZATIONAL RESOURCES

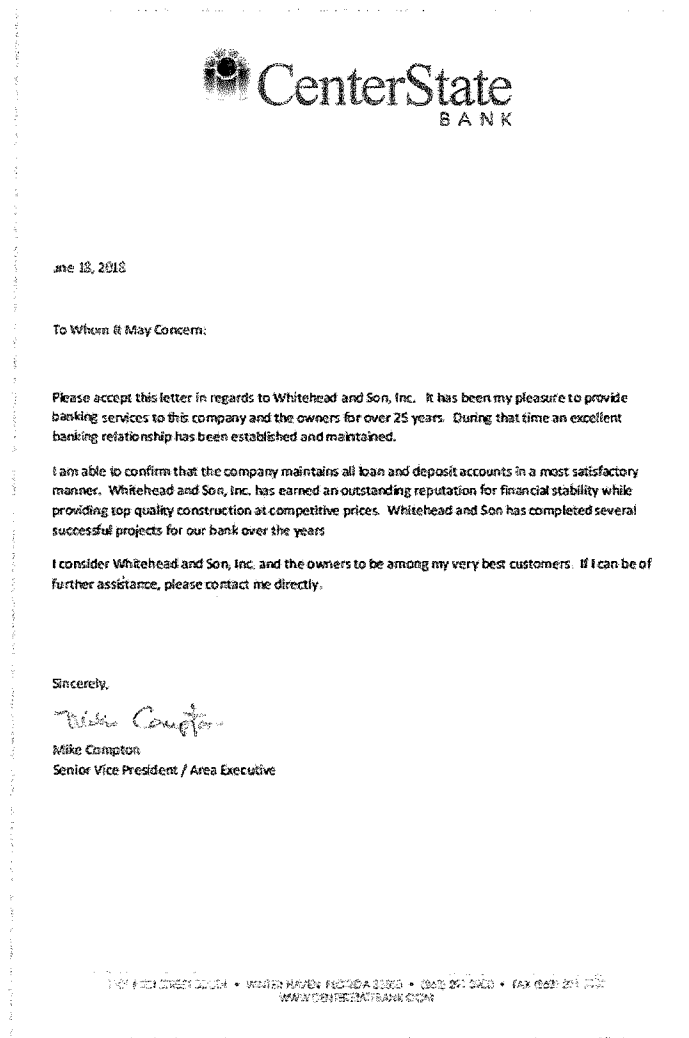
5.11.1

Everett Whitehead & Son, Inc. Insurance Overview:

General Liability	-	\$1,000,000/\$2,000,000
Professional Liability	-	\$2,000,000/\$2,000,000
Excess/Umbrella	-	\$5,000,000/\$5,000,000
Worker's Comp	-	\$1,000,000/\$1,000,000

Everett Whitehead & Son, Inc. is bonded by Fidelity and Deposit Company of Maryland, an A rated surety in the AM Best Guide with bonding limits of \$17,000,000/\$25,000,000.

EMR Rating: .72



5.11.2

Everett Whitehead & Son, Inc. has never failed to perform any Contract, had any Contract cancelled or been involved in litigation with regards to contractual performance.

ORGANIZATIONAL CHART

OWNER

WINTER HAVEN *The Chain of Lakes City*

GENERAL CONTRACTOR

EVERETT WHITEHEAD & SON, INC.

- E. Ryan Whitehead, President
- Wayne Mullen, LEED AP, Project Manager
- Mindy L. Adams, LEED AP, Assistant Project Manager
- Terry Pittman, Project Engineer

SPECIALTY DESIGN

CONSULTANT

TEAM PAIN SKATE PARKS

- Tim Payne, Owner/Designer
- James Hedrick, Superintendent
- Curt Baker, Designer

CIVIL ENGINEER

PENNONI

- Steve Elias, Principal-in-Charge
- Kelly Cranford, Engineer
- Kriss Kaye, Project Manager

ARCHITECTURAL DESIGN SERVICES

WMB-ROI, INC.

- Steve Boyington, Principal-in-Charge, AIA, LEED AP

MASTERPLAN CONSULTANT

S&ME, Inc.

- Jay Hood, PLA, ASLA, Director of Landscape Architecture
- Bruce C. Hall, PLA, ASLA, Principal Landscape Architect

WINTER HAVEN

The Chain of Lakes City

RFQ - 18-52
Re-Bid - Design Build Services
For
Skate Park



WMB-ROI
(architecture)

TEAM PAJN
SKATE PARKS

Pennomi

ORIGINAL

Submitted by:
Everett Whitehead & Son, Inc.



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ATTACHMENT A
PROPOSER INFORMATION / CERTIFICATION

1. Legal Name of Proposer. Indicate is the Proposer is a Corporation, Joint Venture, Partnership, etc.:
Everett Whitehead & Son, Inc.
2. Name/Title of contact person for the Proposer: E. Ryan Whithead
3. Local business and mailing address: 601 6th ST SW Winter Haven, FL 33880
4. Primary business and mailing address: 601 6th ST SW Winter Haven, FL 33880
5. Telephone Number: (863) 293-6473 Fax: (863) 299-2879

The above-named Proposer affirms and declares:

- A. That the Proposer understands all requirements for the RFQ and states that as a serious Proposer they will comply with all the stipulations included in the RFQ package.
- B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.
- C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
- D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasure is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.
- E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.
- F. All statements made by the Proposer in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:



Witness



Witness

CORPORATE SEAL
(Where Appropriate)

PROPOSER:

BY: 

(Authorized Signature in Ink) (SEAL)

E. Ryan Whitehead

(Printed Name of Signer)

President

(Printed Title of Signer)

January 3, 2019

(Date)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3rd day of January, 2019, by E. Ryan Whitehead, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as President of Everett Whitehead & Son, Inc., a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

Heather Harris

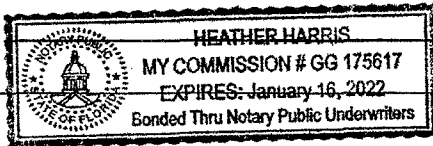
(Signature of the Person taking Acknowledgment)

Heather Harris

(Name of Acknowledger Typed, Printed and Stamped)

Notary Public

(Title or Rank)



(Serial Number if Any)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

(Signature of the Person taking Acknowledgment)

(Name of Acknowledger Typed, Printed and Stamped)

(Title or Rank)

(Serial Number if Any)

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace 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 Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 workplace 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 workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

<u>01/03/2019</u>	<u>Everett Whitehead & Son, Inc.</u>
DATE	NAME OF FIRM

<u>(863) 293-6473</u>	<u>601 6th ST SW</u>
TELEPHONE NUMBER	STREET ADDRESS

	<u>Winter Haven, FL 33880</u>
VENDOR'S SIGNATURE	CITY STATE ZIP

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

CITY OF WINTER HAVEN WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF WINTER HAVEN MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Everett Whitehead & Son, Inc.



President

01/03/2019

Signature

Title

Date

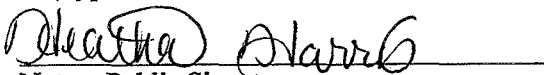
STATE OF: Florida

COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 3rd day of January, 2019, by E. Ryan Whitehead who has produced
(Print or Type Name)

Personally Known as identification.

(Type of Identification and Number)



Notary Public Signature

Heather Harris

Printed Name of Notary Public

GG 175617 January 16, 2022

Notary Commission Number/Expiration

UA-1

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Polk

E. Ryan Whitehead, being first duly sworn, deposes and says that:
Name


(1) He is President of Everett Whitehead & Son, Inc., the
Title Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

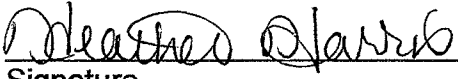
(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 
Name

President
(Title)

Subscribed and sworn to before me this 3rd day of January, 2019


Signature

Notary Public
(Title)

My commission expires January 16, 2022

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EVERETT WHITEHEAD & SON, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
601 6TH ST., SW

6 City, state, and ZIP code
WINTER HAVEN, FL 33880

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or


Employer identification number								
5	9	-	1	3	9	4	7	6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **01/03/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

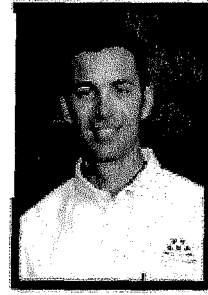
By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



E. Ryan Whitehead

President
CBC 1251320



Summary of Qualifications

- Principal
- 25 years experience in the construction industry.
- Managed projects in excess of 60 million dollars
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, development and maintenance of project schedule, submittal review & submission, cost control and billing, change order preparation and management, project supervision, coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.), Primavera Scheduling Software, Prolog and Expedition.

Primary Project Function

- Principal
- Leads the Preconstruction team
- Oversight and approval of estimating at each stage of design
- Supervises all Project Managers
- Executes all Contract Documents
- Approves all purchase trade subcontracts and purchase orders
- Oversight and control of accounting

HIGHLIGHTED PROJECTS

City of Winter Haven Tennis Complex

Managed design phase and budgeting of a new tennis center for the City of Winter Haven. Including new pro shop/clubhouse with second floor viewing area, (8ea) new clay tennis courts, (4) pickle ball courts, (1ea) 10 & under asphalt court & engineered shade structure.

Bond Clinic Urgent Care

Managed the design phase, estimating and construction of a 35,800 SF three story medical office building completed in 2018.

CSX Intermodal Rail Facility

Managed the design phase, estimating and construction of a 2.5 million dollar Rail Facility project for CSX in Winter Haven. The Design Build project included construction of new Administration, Crew, Operations & Maintenance buildings. Each building was individually certified as a LEED Silver project.

Auburndale Community Center

Competitive bid award of a 29,000 sf 3.3 million dollar tilt wall community center

City of Winter Haven Parking Garage Design Build

Managed the design phase, estimating and construction of the 86,000 sf 3.2 million dollar three story precast parking garage structure for the City of Winter Haven



**MINDY L. ADAMS, LEED Green Associate
CHIEF ESTIMATOR**



Summary of Qualifications

- 27 years experience in the construction industry.
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, cost control and billing, change order preparation and management and coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Cost Plus, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.) and Primavera Scheduling Software

Primary Project Function

- Leads Coordination of Pre-construction Services
- Solicitation and prequalification of subcontractors & suppliers
- Develops estimates at each stage of design
- Provides value engineering suggestions
- Conducts constructability studies
- Prepares subcontractor bid packages and scope confirmation.
- Purchase trade subcontracts and purchase orders

HIGHLIGHTED PROJECTS

City of Winter Haven Tennis Complex

Involved with design phase and budgeting of a new tennis center for the City of Winter Haven. Including new pro shop/ clubhouse with second floor viewing area, (8ea) new clay tennis courts, (4) pickle ball courts, (1ea) 10 & under asphalt court & pre-engineered shade structure.

Bond Clinic Urgent Care

Involved with design phase and estimating new construction of a 35,800 SF three story medical office building completed in 2018.

CSX Intermodal Rail Facility

Involved with design phase and estimating of a 2.5 million dollar Intermodal Rail Facility project for CSX in Winter Haven. The Design Build project included construction of new Administration, Crew, Operations & Maintenance buildings. Each building was individually certified as a LEED Silver project.

Auburndale Community Center

Competitive bid award of a 29,000 sf 3.3 million dollar tilt wall community center

City of Winter Haven Parking Garage Design Build

Involved with design phase & estimating of the 86,000 sf 3.2 million dollar three story pre-cast parking garage structure for the City of Winter Haven



**WAYNE MULLEN, LEED AP
SENIOR PROJECT MANAGER
CGC 1506376**



Summary of Qualifications

- Ten years of extensive K-12 experience with occupied campuses.
- 23 years experience in the construction industry.
- Managed projects in excess of 30 million dollars.
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, development and maintenance of project schedule, submittal review & submission, cost control and billing, change order preparation and management, project supervision, coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.), Primavera Scheduling Software, Prolog and Expedition.

Primary Project Function

- Pre-construction support
- Assists with estimating at each stage of design
- Purchase trade subcontracts and purchase orders
- Full time on site management
- Develop and maintain progress schedule
- Generate procurement/ purchasing schedules
- On site control of accounting
- Cost control and change order mitigation
- Reporting/ project management information system
- Prepare subcontracts and issue purchase orders
- Review submittals and shop drawings
- Prepare close out documents

HIGHLIGHTED PROJECTS

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Involved with design phase and managed construction of a new tennis center for the City of Winter Haven. Including new pro shop/ clubhouse with second floor viewing area, (8ea) new clay tennis courts, (4) pickle ball courts, (1ea) 10 & under asphalt court & engineered shade structure.

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Auburndale Community Center

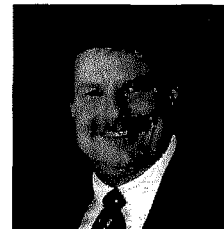
Managed construction of a 29,000 sf 3.3 million dollar tilt wall community center for the City of Auburndale.

601 6th Street SW, Winter Haven, FL 33880 – (863) 293-6473 – www.whiteheadconstruction.com

"More than 300 years of combined experience, building Florida since 1954"



Terry Pittman
Superintendent



Summary of Qualifications

- 34 years experience in the construction industry
- Construction supervisory experience equally divided between the private and public sectors.
- Familiar with different project delivery methods including Construction Management, Cost Plus, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.) and Primavera Scheduling Software

Primary Project Function

- Day to day on site supervision
- Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion
- Perform quality control duties and responsibilities regarding the work being performed
- Communicate with project team regarding ASI's, RFI's, and Material Submittals
- Ensure that subcontractor is fully executing and complying with his contracted scope of work
- Coordinate required inspections with local jurisdictions
- Identify subcontractor non-compliance with safety, health, and environmental quality standards
- Identify conflicts in construction progress and communicate them to project team for resolution
- Maintain daily log (written) of activities on the jobsite
- Ensure subcontractor has corrected all deficiencies identified by project team
- Walk project daily to monitor activities and assist in future planning
- Conduct weekly subcontractor meetings designed to coordinate the work
- Ensure that the job site is always kept in a clean and organized manner
- Perform job progress and completion punch list identification and completion

HIGHLIGHTED PROJECTS

City of Winter Haven Tennis Complex

Involved with design phase and managed construction of a new tennis center for the City of Winter Haven. Including new pro shop/ clubhouse with second floor viewing area, (8ea) new clay tennis courts, (4) pickle ball courts, (1ea) 10 & under asphalt court & engineered shade structure.

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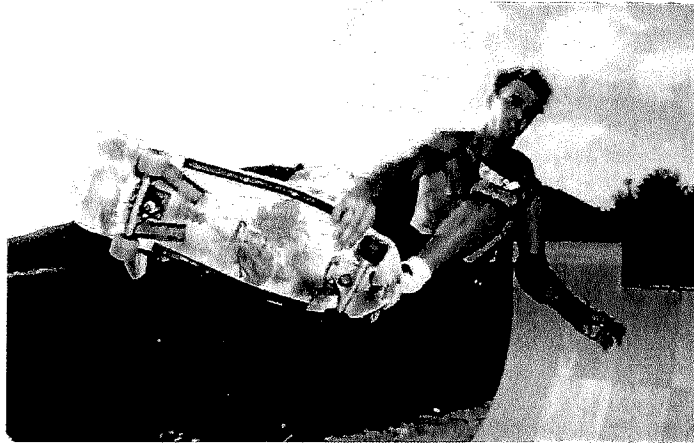
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TIM PAYNE
FOUNDER | PRESIDENT
LEAD DESIGNER



BRIEF HISTORY

Team Pain's Founder & President, Tim Payne is renowned for his 30 + years of continuous contribution to the skate park industry. Since his humble beginnings of building skate ramps in central Florida back in the late 1970's, Mr. Payne has only had one profession and that is designing and building skate parks. His many years of skateboarding and surfing experience coupled with his unique design and construction capabilities has made him a leader in the skate park industry; personally designing and building over 200 skate structures worldwide. He is respectfully acknowledged for developing extremely challenging "first-ever" structures that push the limits of skateboarding and bmx biking for professional riders, in addition to, providing numerous private training facilities for core industry companies, televised media events like the X-Games and MTV Sports & Music Festivals, as well as, several motion pictures. Because of this he has received Lifetime Achievement Awards, inductions into industry Hall of Fames and interviews and articles in prestigious publications.

When forming Team Pain in 1997, Tim knew the only way to continue producing high quality, one of a kind custom skate parks was to ensure everyone in the company was an expert at skating. With the exception of 2 administrative staff, every Team Pain member has a minimum of 10 years skateboarding experience. This quality coupled with extensive design knowledge and meticulous craftsmanship contributes to the overall core understanding of how the design and final product is achieved to develop a true custom skate park that the users will get the most enjoyment of for years to come. Mr. Payne, his staff and colleagues work closely with communities, municipalities, general contractors, architects, engineers and professional skateboarders to develop a one of kind Team Pain skate park.

Today, Tim has the overall responsibility for the management and outcome of each Skate Park Project. He ensures the final design is developed in relation to the Owner and community's input and oversees the project engineer during the design development phase. He also ensures a streamlined construction plan is in place by managing Team Pain's Construction Superintendents, as well as, the general site contractor, for the overall site work, during the entire construction process, to achieve a high quality skate park while staying within the Owner's overall schedule and budget.

AWARDS & RECOGNITION

Highlighted

March 2017: Denver Westword News voted Ulysses Golden Skate Park "Best Skate Park in Colorado"

2015 "White House Champions of Change" - Apex, NC

"2014 Build It Award" - FL Ch. American Planning Assoc. - Lakeland Skate Park

"May 2012: Wall Street Journal "The Architect of Awesome Ripping"

March 2012: Denver Westword News voted Arvada Skate Park "Best Skate Park in Colorado"

2011 Starburst Award - Lafayette, CO Skate Park

2010 Award of Excellence from American Concrete Institute - Lafayette, CO Skate Park

2010 Starburst Award - Steamboat Springs, CO Bear River Skate Park

March 2010: Denver Westword News voted Roxborough Skate Park "Best Skate Park in Colorado"

April 2009: "The 10 Best of Everything Families" publication National Geographic

March 2009: Denver Westword News: Colorado Springs, CO "Best Skate Park in Colorado"

January 2007: Tim Payne: Induction to Florida Skater "Hall of Fame"

August 2006: Time Magazine: "It's All In The Swoop"

June 2003: Tim Payne: "Lifetime Achievement Award" from FloridaSkater.com

2002: "Merit Award for Design" by the Colorado Chapter American Society of Landscape Architects



JAMES HEDRICK
CONSTRUCTION
SUPERINTENDENT | DESIGNER



James Hedrick has over 20 years experience working with Team Pain and has a proven track record as one of Team Pain's Construction Superintendents. He is responsible for managing all onsite staff and provides all onsite skate park construction management, as well as, being involved in the design process and working hands on during the entire construction process. He is in constant communication with Mr. Payne, administrative staff, owner, engineer and general contractor to ensure a quality project is delivered on-time and within budget.

BRIEF HISTORY

James was a sponsored skater for many core skateboard companies over the years and with his love and ability to skate many parks across the country he naturally developed a curiosity in skate park design. He volunteered on a Team Pain skate park project in 1997 and began to learn the construction techniques; eventually learning to design skate parks. James' determination and natural skills quickly advanced him to a supervisory position within the company.

Today, James resides in the Denver area, where skate parks are very prevalent. He is now at the forefront of concrete skate park design and construction, combining his efforts with the design team and following through to the final product, to produce many award winning concrete skate parks projects with Team Pain.

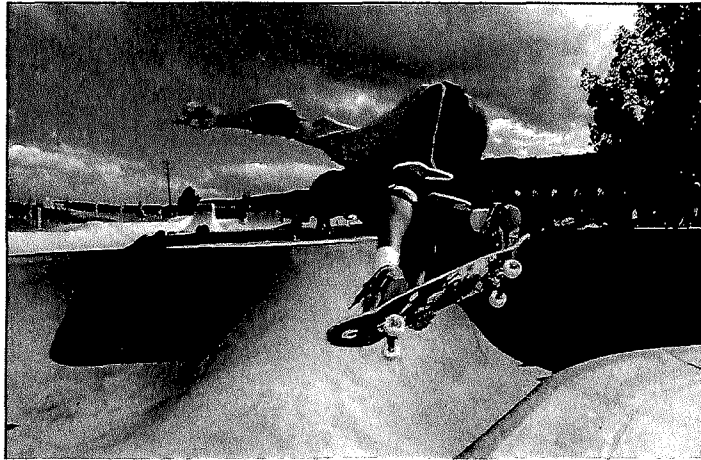
PROJECT EXPERIENCE

Highlighted

- City of Pueblo, CO
- City of Breckenridge, CO
- City of Loveland, CO
- City of Gunnison, CO
- City of Wheat Ridge, CO
- City of Arvada, CO
- City of Lafayette, CO
- City of Broomfield, CO
- City of Arvada, CO
- City of Steamboat Springs, CO
- Village of Roxborough, CO
- City of Colorado Springs, CO
- St. Lucie County, FL
- Charlotte County, FL
- City of Jacksonville, FL
- City of Antwerp, Belgium (II)
City of Naples, FL
- City of Dunedin, FL
- City of Cocoa Beach, FL
- Woodward West, CA
- City of Tallahassee, FL
- City of Antwerp, Belgium
- City of St. Petersburg, FL
- City of Powell, OH
- City of Mason, MI
- City of Aspen, CO
- City of Kortrijk, Belgium
- Town of Silverthorne, CO
- City of Lansing, MI
- City of Asheville, NC



CURT BAKER
CONSTRUCTION
SUPERINTENDENT | DESIGNER



Curt Baker joined Team Pain in 2007 and has been with the company for over 10 years. Curt is one of Team Pain's Construction Superintendents and is responsible for managing all onsite staff and provides all necessary skate park construction management, as well as, being involved in the design process. He is in constant communication with Mr. Payne, administrative staff, owner, engineer and general contractor to ensure a quality project is delivered on-time and within budget.

BRIEF HISTORY

After several years of building skate parks with other firms out west, Curt joined Team Pain in 2007. Originally from Arizona, today he resides in Port Orange, Florida and has been an avid skateboarder for over 30 years. Curt was a professional skateboarder and sponsored by companies like Alva Skateboards and Bones Wheels to name a few. His skating expertise and creativity along with his background in construction techniques meshed well with Team Pain's design-build philosophies. Today, he manages and oversees all aspects of the concrete project sites, in addition to working hands on during the construction process. Curt has a proven track record working on many projects for Team Pain throughout the United States and overseas.

PROJECT EXPERIENCE Highlighted

- Charleston County, SC
- Town of Orange Park, FL
- City of Jacksonville Beach, FL
- City of Tampa, FL
- Orange County, FL
- Town of Apex, NC
- City of Jackson Springs, FL
- City of Port Orange, FL
- City of Lakeland, FL
- City of Gunnison, CO
- City of Virginia Beach, VA
- City of Bradenton, FL
- Hillsborough County - Brandon
- Hillsborough County - Apollo Bch
- City of Northglenn, CO
- City of Lafayette, CO
- City of Broomfield, CO
- City of Arvada, CO
- City of Steamboat Springs, CO
- Village of Roxborough, CO
- City of New Smyrna Beach, FL
- City of Colorado Springs, CO
- St. Lucie County, FL
- Charlotte County, FL
- City of Jacksonville, FL
- City of Dunedin, FL
- City of Milton, FL
- City of Antwerp, Belgium (IL)
- City of Naples, FL

Steven L. Elias, PE

Municipal

EDUCATION

MS, Environmental Engineering, Penn State University, Univ. Park, PA (1993)

BS, Civil Engineering, Penn State University, University Park, PA (1991)

PROFESSIONAL REGISTRATIONS

Professional Engineer: FL #50734

CERTIFICATIONS/TRAININGS

Certified Master Modeler, WaterCAD & SewerCAD

Project Management, Pennoni (2015)

PROFESSIONAL AFFILIATIONS

Florida Polytechnic – Adjunct Professor
Engineering Project Management 2016

Florida Eng. Society (FES); Ridge Chapter (1998 – present) President (2001-2002)

American Society of Civil Engineers, 1997 - Present

National Society of Prof. Engineers, 1997 - Present

Winter Haven Rotary Club (2000 – Present)

Polk Vision; Economic Development Team (2007 – Present)

Winter Haven Economic Council, Treasurer (2011 – 2014) - Vice Chair (2014 – Present)

FES Ridge Math Counts Chair 2000 - 2010

Leadership Winter Haven Class 34, 2013-14

HONORS/AWARDS

Engineer of the Year Award, FL Eng. Society – Ridge Chapter (2017)

Changemaker" Award, Rotary Zone 34, (2011-12)

"Changemaker" Award, Rotary District 6890 (2011- 12)

"Rotary Club President of the Year", District 6890 (2011-12)

"Rotarian of the Year", Winter Haven Rotary Club (2009)

"Young Engineer of the Year" Award, FL Engineering Society (FES) Ridge Chapter (1999)

EXPERIENCE SUMMARY

As Division Manager, Mr. Elias directs the Company's municipal and environmental engineering projects in south and central Florida, including master planning, design, and construction administration of strategic projects. Mr. Elias was named the 2017 FL Engineering Society's Engineer of the Year (Ridge Chapter) and has lead master planning efforts to develop practical solutions for many complex municipal projects. He also has a proven track record of developing grant/funding solutions from various Agencies to help implement strategic community infrastructure. His efforts have resulted in over \$258 million in grant/funding assistance to Florida municipalities since the year 2000.

With more than 28 years of engineering experience, Mr. Elias has experience with directing municipal engineering and master planning efforts for 24 communities in South and Central Florida. Mr. Elias has lead master planning efforts for more than 19 significant and diverse municipal infrastructure programs in Florida, for parks, transportation, water, wastewater, reuse, solid waste, and stormwater infrastructure and has directed planning and design efforts for several streetscaping, multi-purpose trail, and park projects.

REPRESENTATIVE PROJECTS

City of Winter Haven – Chain of Lakes Waterfront Park & Field House Master Plan,

Project manager to help coordinate civil engineering, economic, architectural, and transportation master planning aspects for the City's planned 95,000 sq. ft indoor athletic facility and 60 acre waterfront park. Civil engineering aspects included grading, utilities, drainage, parking, and off-site transportation planning to for both the Phase 1 field house and ultimate project buildout. Improvements included turn lanes, traffic light, median modifications, multipurpose trail, waterfront improvements, drainage, and parking.

City of Winter Haven - South Central Park Streetscaping, Roadway, and Park Improvements

Engineer of Record and Project Director for utility, hardscape, streetscape, and roadway design efforts for the City's hallmark phase of its multi-year downtown improvement project slated for the City's South Central Park, which encompasses frontage along 14 City blocks. Improvements originally included interactive splash pad, band shell, planters, kiosks, drainage, parking, re-alignment of the Magnolia intersection, and paving improvements.

City of Polk City, Lake Agnes Fishing Pier & Recreational Park, Polk City, FL

Project Director for planning, design, bidding, and construction administration services for recreational park, picnic facilities, and fishing pier on a steep linear site along the shores of Lake Agnes. Facilities included a handicapped accessible recreational pier with fish cleaning station, picnic pavilions, grills, water fountains, paved trail, landscaping, and irrigation system. Services included assisting City with preparing successful FRDAP grant applications, including preliminary plans and public hearings.

City of Winter Haven – Trailhead Park Splash Pad, Winter Haven, FL

Engineer of Record responsible for design of aquatic splash pad addition to City's Trailhead Park. System included 9 interactive water playground features including snail, frog, turtle, directional water jet, spray loop, jet stream, and seaweed components. Water treatment and recycle system consisted of filters, disinfection, pH adjustment, storage tank, decorative epoxy decking, master control panel.



Steven L. Elias, PE

Municipal

City of Winter Haven, Downtown Transportation Master Plan, Winter Haven, FL,

Project Description: Project director for 20 year transportation master planning effort for 96 square block area in downtown Winter Haven. Plan focused on multimodal improvements, connectivity, and support for development and redevelopment in the study area. Study assessed roadway capacity and multi-modal connectivity needs, developed traffic model of downtown core, identified solutions to traffic flow and congestion problems, prioritized projects to improve traffic operations, and identified solutions to downtown parking deficits. The City adopted this master plan in the Spring of 2016 and can use it to implement solutions to ensure safe and adequate service along with facilitating economic development within the City.

City of Winter Haven - Ave B Streetscaping and Multi-Purpose Trail, Winter Haven, FL

Project Director – Responsible for survey, design, permitting, and construction engineering for a 3300-foot section of Ave. B NW along 8 City blocks to complete the major east-west corridor of the City's comprehensive trail system through downtown and connecting the Chain of Lakes Trail to the Lake Howard trail. Project intent of this FDOT LAP-funded project was to achieve an enhanced two-way two-lane pedestrian friendly complete streets corridor with pedestrian signalization, an eight-foot wide trail, and numerous urban amenities, landscaping, and aesthetic upgrades to improve safety, promote economic development, and consider all modes of travel.

City of Winter Haven - 3rd Street Streetscaping and Multi-Purpose Trail, Winter Haven, FL

Project Director – Responsible for survey, design, permitting, and construction engineering for along a 1,600-foot section of 3rd Street SW along four City blocks to channel the 4-lane "old US 17" into a new two-way two lane pedestrian friendly complete streets corridor to improve safety, promote economic development, and consider all modes of travel. This FDOT LAP-funded project was a huge success with private sector investment and new businesses opening shortly after completion, along with receiving the 2014 Livable Polk Award and the Build It Award of Merit from the Heart of Florida Chapter of the LPA.

City of Polk City, Maynard C. Leetun Nature Trail, 2008, Project Director, Polk City, FL

Project Description: Project Director for handicapped accessible 915 foot long nature trail and boardwalk through 18 acres of heavily wooded wetlands in central Florida's Green Swamp adjacent and connecting into to the Van Fleet Trail. Project included interpretive signage for species of ecological interest, picnic and passive recreation areas, parking, entrance drive. Services included assisting City with preparing successful FRDAP grant applications, including preliminary plans and public hearings.

City of Haines City - Development Roadway, Drainage, Traffic Study Reviews (City's Engineer), Haines City, FL

Project Director - Assisted City in reviewing 64 proposed residential and commercial development projects for general compliance with the City's land Development Code and sound engineering and surveying practices for transportation, drainage, and utility infrastructure. Services included reviewing proposed development plans, City master planning documents, traffic studies, City Codes and development policies, Florida Greenbook and other roadway design Standards, and providing written feedback on proposed infrastructure improvements. Specialized support services included assisting City in negotiating capital improvement contributions to help ensure developers proportionately paid their fair share of improvements caused by their project impacts.

Kelly E. Cranford, PE, ENV SP

Senior Engineer

EDUCATION

BS Civil Engineering; University of Florida (1990)

PROFESSIONAL REGISTRATIONS

Professional Engineer: FL (#51899, exp. 2-28-19)

CERTIFICATIONS/TRAINING

Envision Sustainability Professional, Institute for Sustainable Infrastructure (exp. 10-25-20)

Qualified Stormwater Management Inspector, FL DEP (2003, no exp.)

Budget for Project Managers, SFWMD (2011, no exp.)

Value-Based Decision Making Using the Analytic Hierarchy Process, SEBA Solutions, Inc. (2011, no exp.)

PROFESSIONAL AFFILIATIONS

Florida Engineering Society, Board Member

FPEG Practice Section Past-Chair, Vice-Chair, Chapter Liaison & Annual Meeting Committee Chair

Treasure Coast Chapter Board Member, MATHCOUNTS, co-chair

National Society of Professional Engineers

Government and Legislative Affairs, Committee Member

Florida Engineering Leadership Institute

Institute for Sustainable Infrastructure (#23468)

HONORS/AWARDS

Engineer of the Year, Treasure Coast Chapter of Florida Engineering Society (2014)

Young Engineer of the Year, Treasure Coast Chapter of Florida Engineering Society (1999)

2017 Fellow Member, Florida Engineering Society (2017)

EXPERIENCE SUMMARY

Ms. Cranford serves as a Senior Engineer in our Winter Haven, FL office. She has over 25 years of experience in commercial, residential and municipal site design and construction management. Prior to joining Pennoni, Ms. Cranford was the Capital Program Manager for the City of West Palm Beach where she gained invaluable understanding of managing funding sources and coordinating with various stakeholders. She was responsible for project development, scheduling and implementation of projects under \$40 million bond as well as the 5-year CIP program.

As the Regulatory Section Leader at South Florida Water Management District, she supervised the Agricultural Team and was responsible for the review, recommendation of approval, and enforcement of Environmental Resource and Consumptive Use permits. She was also a key team member in the development of the Florida Ranchlands Environmental Stewardship Pilot Program which evolved into the Dispersed Water Management Program.

As the Land Development Engineer for the City of West Palm Beach, Ms. Cranford was responsible for reviewing and approving site plans, engineering development applications, and building permits for compliance with City codes and standard engineering practices. While with SFWMD, she also served as a member of the Okeechobee County Site Plan Technical Review Committee.

Ms. Cranford also serves as project manager for several municipal and private development projects. Demonstrating a strong commitment to client satisfaction in that role, she manages multidiscipline design teams, coordinates with project stakeholders and owners, provides quality reviews and carefully monitors her projects with respect to scope, schedule, and budget. She has additional experience in drainage analysis, modeling, design, estimates of probable cost and public involvement as well as in treatment and attenuation design.

REPRESENTATIVE PROJECTS

City of Bowling Green, City of Mulberry, Town of Dundee, Haines City, Polk County Utilities, and Polk County Facilities Department (4/18 to Present)

Project Manager - Assist staff in compliance with FEMA's Public Assistance program including preparation of project worksheets and 404 / 406 Hazard Mitigation grant applications for various projects. For City of Bowling Green, also serve as primary liaison to FEMA for Public Assistance program.

Polk County Parks and Natural Resources, FL – Lake Hancock Boat Ramp Construction Phase Services (3/18 to present)

Project Manager – Assist county staff by providing bid documents, permit compliance reviews, material testing, wetland inspection and monitoring, procurement assistance, grant compliance documentation, and permit certification for a highly visible, long-awaited replacement public boat ramp, parking lot, and trail extension. Project included coordination with the City of Bartow, City of Lakeland, Southwest Florida Water Management District, and Florida Department of Transportation – each of whom owned or had easements over part of the project area.

Kelly E. Cranford, PE, ENV SP

Senior Engineer

City of Winter Haven - Chain of Lakes Master Plan, Winter Haven, FL (11/16 – 5/17)

Project Engineer – Responsible for coordination of civil aspects of master site plan including stormwater management, utilities and transportation. Participated in stakeholder meetings and design charrette. Held pre-application meetings with FDOT and SWFWMD.

Polk County Solid Waste, FL – NCLF Williams Tract Borrow Pit (1/18 to Present)

Project Manager – Provide survey, Stormwater Pollution Prevention Plan, construction drawings, and bidding assistance for a new 60-acre borrow area for cover material for the North Central Landfill.

Village of Miami Shores – Vulnerability Study (11/17 to Present)

Project Manager – In partnership with Coastal Risk Consulting, develop roadmap for Village to act on predicted and existing tidal flooding conditions for wastewater system, stormwater system, seawalls, and roadways.

IDNIG – CBC (Private Client) – Multi-Family Residential Project Planning (2/18 – Present)

Project Engineer – Responsible for preliminary site layout and drainage calculations to comply with local codes, state regulations, and incorporate client provided floor plans.

JAK Rentals, LLC (Private Client) – Commercial Development Design (9/17 – Present)

Project Manager – Design and permitting for commercial site with history of alleged wetland and flood plain impacts. Meet with SWFWMD to negotiate reasonable use of site. Site layout and drainage calculations to comply with local codes, state and federal regulations, and incorporate client provided floor plans.

Village of El Portal - Stormwater Facilities Plan and Flooding Vulnerability Assessment, El Portal, FL (11/17 – 6/18)

Project Manager – Prepared facility plan meeting requirements of Florida Administrative Code 62-503 for village impacted by rising groundwater and surface water elevations. Modeled existing and proposed system utilizing ICPR3. Coordinated with Miami-Dade County and South Florida Water Management District to ensure proposed projects are consistent with adaptation plan for the area. Presented mitigation strategy options and the Facilities Plan findings at three public meetings before finalizing the report. Alternative stormwater and flood control subprojects were evaluated and ranked based on the cost of construction, salvage value, operation and maintenance costs, number of homes served by the subproject, existing and future risk of flooding, water quality benefit of project, community support for project, and available funding for long term operation and maintenance of the subproject. The resulting subproject rankings are within the Village budget to construction and maintain. Design and construction of the eight highest ranked projects have an estimated cost of \$5.8 million, with the Phase 1 projects totaling \$994,000. The Village unanimously approved adoption of the Stormwater Facilities Plan on May 1, 2018. Implementation of the first phase of recommended subprojects is anticipated to begin within 60 days. The adoption of the Facilities Plan positions the Village for design and construction phase funding assistance through the Clean Water State Revolving Fund (SRF) program.

City of Winter Haven - Tennis Court Facility, Winter Haven, FL (11/16 – 6/18)

Project Engineer – Responsible for the design of a stormwater management system for renovated facility. Obtained permit from SWFWMD.

Village of El Portal - Sanitary Sewer Facility Plan, El Portal, FL (5/17 – 9/17)

Project Engineer – Prepared facility plan meeting requirements of Florida Administrative Code 62-503 for conversion from septic tanks to centralized sewer system. Obtained Letter of Availability from Miami-Dade Water and Sewer Department for new service area. Conceptual design of sewer system and budget estimate for construction.

City of Winter Haven - Avenue O Corridor Study, Winter Haven, FL (11/16 – 6/17)

Project Manager – Evaluated urban two-lane roadway for implementation of complete streets concepts and encourage use as an alternative east-west route for users of Cypress Gardens Boulevard.



Kriss Y. Kaye, PE, CFM

Division Manager, Civil Engineering/Water Resources

**Recipient of the 2018 ACEC-FL
Engineering Excellence Award**

EDUCATION

MS, Environmental Engineering;
University of Central Florida (1993)

BS, Environmental Engineering;
University of Central Florida (1991)

MBA Studies Univ. Lincoln Nebraska

PROFESSIONAL REGISTRATIONS

Professional Engineer: FL (50607, exp.
2-28-19)

CERTIFICATIONS/TRAINING

Certified Floodplain Manager, FL
(#US0401320, exp. 1-31-19)

ICPR 4 Modeling Training, Streamlining
Technologies, Inc. (2017, no exp.)

FDOT Work Groups 3.1, 3.2, 10.1 (exp.
6-30-18)

BMPTRAINS Model Training, ERD
(2017, no exp.)

Complete Streets for All-One Block at a
Time (2016, no exp.)

Project Management, Pennoni (2015,
no exp.); 1st Place Team Competition

Hazardous Communication, ERCS
(2014, no exp.)

Stormwater Management Inspector,
FL (#1983, no exp.)

PROFESSIONAL AFFILIATIONS

Polk County Stormwater Technical
Advisory Committee, Vice Chair

FES/FDOH Technical Advisory Comm &
FES Conservation Env Quality Comm

PCBA FDOH RRAC and Govt Affairs
Committees

ASCE Ridge Chapter, Secretary

Florida Eng. Society, Ridge Chapter,
Vice President

Leadership Winter Haven Class '36

HONORS/AWARDS

Statewide Engineering Excellence
Grand Award, FICE/ACEC-FL

Engineer of the Year Award, FES

Outstanding Contribution Project,
Heart of Florida Am. Planning Assoc

Project of the Year, ASCE

EXPERIENCE SUMMARY

Mr. Kaye serves as the Division Manager for the Civil Engineering and Water Resources Division in our Winter Haven, FL office. He has more than 25 years as the lead civil/environmental professional engineer of record for hundreds of public and private land development, infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than \$300 million.

Mr. Kaye's experience includes, but is not limited to: parks and recreation facilities; accessible (ADA) facilities; automobile dealerships; bike/pedestrian paths; CDBG Grant/HGMP FEMA Grant Assistance; churches; distribution facilities, FDOT LAP transportation improvements; financial institutions; government facilities (e.g. operations/offices, fire stations, libraries, town and city halls; elections facilities, transit facilities); hardscape and landscape pedestrian corridors/trails and plazas; historic Florida attractions; hotels; landfill facility closures industrial; institutional facilities; educational facilities (K-12 Public School projects and charter schools); medical facilities (clinics and hospital building expansions); minor highway entrances, turn lanes and road widening; utility line extensions; multi-use commercial/shopping centers; national historic area improvements; retail/community facilities; single-family and multi-family residential developments; stormwater master planning; watershed and drainage studies; storage facilities; streetscaping/road corridor design; and, tourism and sport complexes. Mr. Kaye is proficient in engineering: conceptual (schematic), preliminary and final engineering development plans; artificial wetland and lake designs; closed conduit and open channel capacity systems; decentralized wastewater treatment and low-pressure dosing drain fields; directional and jack & bores; fire system designs; flood compensation and wetland mitigation systems; gravity sanitary sewers systems; groundwater remediation systems; master lift stations and force mains; potable water distribution systems; low impact strategies, BMPs/design techniques (excess runoff treatment, sorption media, volume controls, bio-swales, nutrient controls); maintenance of traffic and detour transportation systems; master gravity sanitary sewer collection and transmission systems; reclaimed water systems; master grading and drainage systems; stormwater retention/detention facilities; stormwater pumping systems; regional & local watershed retrofits; subsurface exfiltration systems; storm sewers; and utility relocation designs.

Mr. Kaye's permitting experience includes: FEMA flood map amendments; NPDES Construction/MS4 permitting; OSTDS permitting; USFWS ecological mitigation/impact avoidance; DHR clearances; ACOE approvals; FDEP/Health Department permitting; landfill operating permits and closures; domestic wastewater treatment; utility line permitting; SWFWMD Environmental Resource Permitting (150+ ERPs); and FDOT drainage and driveway connection permits.

REPRESENTATIVE PROJECTS

City of Winter Haven – Lake Maude Recreation Complex, Winter Haven, FL

Engineer of Record – Managed the project coordination of sub-consultants, including the ecological scientists, landscape architects, traffic engineers, geotechnical engineers and



Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

Kaye | 1 of 2

Kriss Y. Kaye, PE, CFM

Division Manager, Civil Engineering/Water Resources

**Recipient of the 2017 APA
Outstanding Contribution Award**

building architects. Delegated and managed the site civil design, landscape architecture, permitting and bidding for the new 26-acre recreational improvement project, which included the design and permitting of a playground, stadium field, practice/ dual purpose (football/soccer) field, softball and baseball fields, six pavilions, and pedestrian access ways just north of the City's Diamondplex Baseball Complex and Polk State College. In addition to conducting a complete boundary, topographic, and wetlands survey for the 26-acre site, listed species surveys and permitting, geotechnical investigations, architectural and structural design, cost estimating, and a traffic study were conducted to support the planning, engineering, and permitting efforts. Engineering design and permitting included sidewalks, lighting, driveways, entrance improvements and parking lots, potable water distribution, sanitary sewer collection and transmission/lift station, site stormwater management, landscaping, power, and erosion control systems. Performed liaison environmental assessment effort and skink and gopher tortoise mitigation and permitting.

City of Winter Haven - South Central Park Streetscaping, Roadway, and Park Improvements

Original Engineer of Record for grading and drainage, stormwater management, streetscape, and roadway design efforts for the City's hallmark phase of its multi-year downtown improvement project slated for the City's South-Central Park, which encompasses frontage along 14 City blocks. Improvements originally included interactive splash pad, band shell, planters, kiosks, drainage, parking, re-alignment of the Magnolia intersection, and paving improvements.

Bok Tower Gardens Foundation, Inc. - Bok Towers Gardens Expansion, Lake Wales, FL (2013 – 12/16)

Engineer of Record – Managed, designed and oversaw the engineering, permitting and construction administration efforts Bok Tower Gardens', a National Historic Landmark, largest expansion (over the main gardens of 40+/- acres) in 90 years. This project, originally designed by the legendary landscape architect Frederick Law Olmsted, Jr., was redesigned to enhance the visitors' experience of the entire garden area with new visitor activity areas such as the Children's' Garden, accessible pathways, a shuttle route, and new trails. The improvements included a new entrance gateway near the Visitors Center to the Singing Tower, an expanded and improved Wild Garden and Window by the Pond, the Pinewood Center Estate entrance, creation of an artificial lake and wetland, the edible outdoor kitchen, patron leisure ellipse, and the new Children's Garden. Performed the site development design and planning, development of construction plans (with construction details), grading and drainage, dimensioned site plan, geometric layout, utilities and specifications and technical elements. The permitting and design requirements included pavement slopes and sections design, stormwater conveyance piping, sanitary sewer piping network, earthwork optimization, onsite treatment and disposal of wastewater, erosion and sedimentation control, stormwater management retention/detention facilities, potable water mains, paved trails, ADA compliance, artificial wetland and pumping recirculation system.

City of Polk City, Lake Agnes Fishing Pier & Recreational Park, Polk City, FL

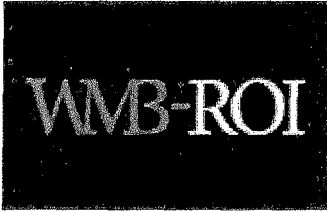
Engineer of Record for planning, design, bidding, and construction administration services for recreational park, picnic facilities, and fishing pier on a steep linear site along the shores of Lake Agnes. Facilities included a handicapped accessible recreational pier with fish cleaning station, picnic pavilions, grills, water fountains, paved trail, landscaping, and irrigation system. Services included assisting City with preparing successful FRDAP grant applications, including preliminary plans and public hearings.

Polk County Board of County Commissioners – New Bus Transit Facility, Winter Haven, FL

Engineer of Record – Responsible for a new Bus transit facility in Winter Haven. The scope of services included: surveying the limits of the County-owned site, rights-of-way along the project site, spot elevations, and utility locates; preparation of site plans, grading and drainage plans, water and wastewater service utility plans, and Stormwater Pollution Prevention Plans; and obtaining permits from the City, County, SWFWMD, Polk County Health Department and Florida Department of Environmental Protection.

Polk County Board of County Commissioners – Tourism and Sports Marketing Complex, Auburndale, FL (2008)

Engineer of Record – Responsible for the civil site engineering, permitting, construction observation and certification services for the 17,000-sq. ft. Tourism and Sports Marketing Complex on eight acres at the Lake Myrtle Park Sports Complex. This work included an evaluation of an adjacent master stormwater plan for the Lake Myrtle Sport Complex and Berkley Road Improvements to develop a joint-use stormwater management facility and produce a more efficient/reduced design. This project included an engineering review of the master sanitary sewer system, reclaimed water and potable water system servicing the local area to enable the project to discharge domestic wastewater to the existing sanitary sewer system and for the use of the onsite water systems.



STEVE BOYINGTON- AIA, LEED AP CHIEF EXECUTIVE OFFICER

Steve is the Managing Partner of WMB-ROI, a position he has served in since 1995. His 30+ years of experience make him battle tested in the arena of tackling tough problems. Steve's forte is taking on clients with tight budgets and conceptual barriers and providing them with the vision, clarity, and confidence to invest time and money in a project. Steve's experience with highly amenitized community and urban planning gives him the expertise to design spaces that respond intelligently to their surroundings and provide a hospitable, comforting space to gather.

LIST OF EXPERIENCE

- 1995- Date :** C.E.O. of WMB-ROI, Inc., Lakeland, FL
- 1993- '95 :** Vice President of Regnvall Wallis Boyington Architects, Inc., Lakeland, FL
- 1988- '92 :** Project Architect, Kendrick Regnvall & Associates, Inc., Lakeland, FL
- 1981- '92 :** Project Architect, Todd Bryant Rose & Associates, Winter Haven, FL
- 1979- '81 :** Job Captain, Rowe Holmes Hammer Russell Architects, Tampa, FL

PROFESSIONAL PROFILE

*Bachelor of Design,
University of Florida, 1979*

*Master of Architecture,
Massachusetts Institute of
Technology, 1981*

*Professional Registered
Architect No. 9652,
Florida, 1983*

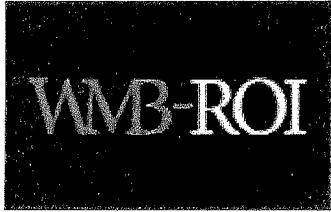
*LEED® Accredited
Professional, U.S. Green
Building Council, 2009
Architectural Registration
Boards (NCARB))*

Chain of Lakes Complex - Winter Haven, FL : WMB-ROI is currently working with a multi disciplinary team to master plan and reinvigorate the Chain of Lakes complex back to its former prominence. WMB-ROI held design charrettes to create multiple master plan concepts, with an emphasis on an increased street presence, a more active utilization of the lakefronts, a multi-sport field house, and a full renovation of the outdated facilities. WMB-ROI also presented the concept of water taxis on the premises, allowing the Chain of Lakes to connect to local amenities such as LEGOLAND Florida.

Downtown Winter Haven Tennis Complex - Winter Haven, FL : WMB-ROI is currently re-imagining the existing tennis complex's footprint to better utilize the space. The new master plan implements several additional USDA regulation clay courts, an observation deck, and updated facilities.

Lake Parker Pavilions - Lakeland, FL : The Lake Parker Pavilion features 32 shuffleboard courts (16 under complete cover, 16 with cantilevered end covers) and one state of the art lawn bowling green with Australian synthetic turf. This facility also includes a screened-in meeting area with picnic tables, restrooms, separate offices for lawn bowling and shuffleboard, a maintenance building, architectural trellises and native landscaping.

C.B. Smith Park - Miramar, FL : We provided construction drawings for all of the original buildings for this county park: a swimming changehouse, entrance facility, maintenance facility, bicycle rental facility, boat rental building, general store for camping area, fast food restaurant, along with small, medium and large open picnic pavilions and a large enclosed meeting pavilion. All structures are based on cracker architecture with heavy timber framing and galvanized metal roofing.



**PROFESSIONAL &
COMMUNITY
AFFILIATIONS**

*Past Chairman -
Leadership Lakeland
Class 16*

Leadership Lakeland IX

*Polk Business for World
Class Education
Board of Directors*

STEVE BOYINGTON- AIA, LEED AP

CHIEF EXECUTIVE OFFICER

Polk County Parks & Recreation - Lakeland, FL : New Concession Buildings for Aldine Combee Park, Mulberry Park, and Polk City Park. These concession buildings also house restrooms, meeting rooms, and storage spaces.

Lakeland Garden District - Lakeland, FL : Master plan for redevelopment of the Garden District for City of Lakeland, which lies amongst some of the City's most beautiful amenities, including historic Lake Morton and Lake Mirror. These natural amenities are enhanced by major public improvements, investments, and the neighborhood's proximity to the revitalized downtown area. Recognition of the significant redevelopment potential that lay within this historic neighborhood led the City of Lakeland to develop a strategy to encourage the rebirth of the district.

Nina Hollis Wellness Center for Florida Southern College - Lakeland, FL : A two phase project involving renovations to approximately 8000 SF and a new facility of approximately 20,000 SF; including psychological and career counseling departments, a 25 yard competitive swimming pool, covered pavilions surrounding the pool area for exterior dining/lounging, basketball/volleyball gymnasium, aerobics, weight/exercise and multi-use rooms along with offices, locker and restroom facilities.

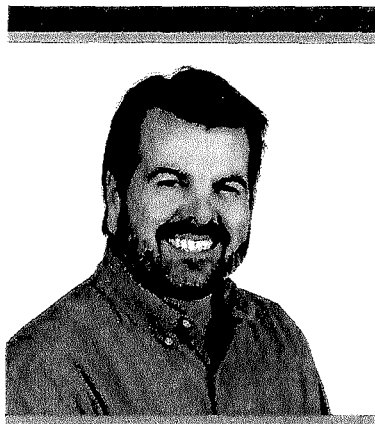
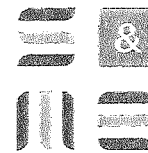
Hollis Gardens - Lakeland, FL : This formal garden was a gift to the City of Lakeland by the Hollis family and contains many scenic architectural features including a pergola, gazebo, maintenance building, grotto, fish pond, etc.

East Central Park - Polk County, FL : This little league Baseball/Softball complex is Phase I of a larger active park that will later include football and soccer. Located adjacent to a middle school, this facility includes a concessions building that supports league and tournament play. WMB-ROI's design of the concessions building is widely accepted and has been replicated at more than eight locations throughout Central Florida.

Dobbins Park - Lakeland, FL : Small and large picnic pavilions with brick columns and asphalt shingle roofing supported by wood decking and heavy timber framed roof structure. Also, included is a unisex restroom/maintenance-storage building. Arches and monoliths announce the park entrances and serve as vertical design elements for this neighborhood park.

East Lake Woodlands - Clearwater, FL : Alterations and additions to golf clubhouse and tennis/swimming facility.

Christina Park - Lakeland, FL : A baseball complex in South Lakeland, which incorporates four fields and a concessions /meeting /storage building.



Bruce C. Hall, PLA, ASLA

Principal Landscape Architect

Bruce has over 30 years of experience with site design and landscape architecture. Areas of specialty include residential and mixed-use community master planning and design, streetscape design; active and passive recreation; and multipurpose pedestrian and bicycle facilities.

Key Projects and Assignments

Lake Silver / MLK Park Skate Facility Master Plan

Winter Haven, Florida

Principal Landscape Architect for the conceptual design of Winter Haven's Lake Silver waterfront amenity. The design addresses the renovation of Martin Luther King Jr. Park and a skate park along the lakes shoreline, integrates the existing trail into the park and provides for a festival street along Lake Silver Drive for special events at the park. Design features also include an open-air stage with terraced lawn, new restrooms and docks/overlooks, enhancement of the existing memorial, shoreline stabilization, expanded parking and a "complete street" streetscape. Martin Luther King Jr. Park will serve as the City's north anchor to its downtown civic, recreation and transit amenities.

Ocala Skate Park

Ocala, Florida

Senior Landscape Designer for the construction of Ocala's new skate park. The design build project teams S&ME with Team Pain for the design and construction of the \$635,000, 15,000 sq. ft. skate park at Scott Springs Park. The park, designed with the ability to add a 5,000 sq. ft. snake run and second bowl, is integrated into the topography of the site and landscaped with a "grotto" entry portal comprised of limestone boulders and landscape.

Lakeland Skate Park

Lakeland, Florida

Project Manager and Designer for the City's new skate park at Lake Bonny Park. S&ME utilized Team Pain, one of the Nation's premiere skate park designers, to lead the design of the skate elements. The design process included public involvement and tours with area skaters. The park features unique elements, such as integrated shading, vending and viewing areas. The park also emphasizes interior landscaping within the skate areas.

Jacksonville Beach Skate Park

Jacksonville Beach, Florida

Project Manager for the new concrete Skate Park in Jacksonville Beach, FL. The scope includes landscape and hardscape design for the project areas outside of the skating surface. The facility is located within the existing South Beach Park and is divided into two sections. The facility will also contain seating, shade structure and features reflective of the unique Jacksonville Beach culture, history and context.

PROJECT ROLE

Principal Landscape Architect

LOCATION

Orlando, FL

EDUCATION

- Golf Course and Golf Clubhouse Design, Harvard Graduate School of Design, 1991
- Bachelor of Landscape Architecture, University of Florida, 1988

YEARS OF EXPERIENCE

Joined S&ME in 2012 with 24 years of experience

REGISTRATIONS

- FL, RLA #LA0001367, 1990

PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects (ASLA)
- Florida Recreation and Park Association (FRPA)



AWARDS

- Grand Award, PK Avenue, American Council of Engineering Companies of FL, 2019
- Project of the Year Award, Cade Museum, ENR Southeast, 2018
- Award of Merit, Winter Garden Plant Street Streetscape, American Society of Landscape Architects, 2003
- Award of Excellence, West Orange Trail, American Society of Landscape Architects, 1998

PUBLICATIONS, TECHNICAL PAPERS & PRESENTATIONS

- University of Florida Guest Lecturer, "Projects from Hell," 2016
- University of Florida Guest Lecturer, "Lessons Learned," 2015
- Florida Recreation & Park Association State Conference Speaker, "Multi-Use Trails – Context Sensitive Design and Construction," 2010
- FASLA State Conference Speaker, "West Orange Trail," 1997

St. Lucie County Skate Park

St. Lucie County, Florida

Landscape Designer during the project construction phase of St. Lucie County's \$550,000 skate park at Lawnwood Park. The 15,000 sq. ft. skate park, designed in collaboration with Team Pain, opened in 2008 and addresses all skill levels. Its "race track" design includes a center green space, which helps to visually soften the expanse of skate surface.

Chain of Lakes Park Master Plan

Winter Haven, Florida

Project Manager and Senior Designer for the master planning of the City of Winter Haven's Chain of Lakes Park. The project features the addition of a 60,000 sq. ft. field house, upgraded theater and recreation building, renovated aquatics center and an overall new design for the existing open space areas of this lakefront park. The new open space facilities include four collegiate baseball fields; a large "commons;" two multipurpose fields; two multipurpose/event parking fields; and a waterfront promenade that features a restaurant, amphitheater, playground and docks for visiting boats and seaplanes. Phase I design of the facility renovation is anticipated to begin in the spring of 2017 and will focus on the field house and supporting facilities.

Lake Maude Park

Winter Haven, Florida

Senior Landscape Architect and Project Manager for the master planning of Lake Maude Park in the City of Winter Haven. Teamed with Penonni, S&ME led the public involvement and master planning phase of the project which includes two lighted multipurpose baseball and softball fields; one stadium field accommodating up to 2,000 spectators; a consolidated restroom/concession/team equipment storage building; an amphitheater stage building with two covered sport courts; and a lake access boardwalk and dock on the 25.5-acre site.

Lake Mirror Park

Lakeland, Florida

Under a continuing services contract with the City of Lakeland, served as Landscape Architect for a master plan prepared for Lake Mirror Park in Downtown Lakeland. The concept for the park is "a reflection of Lakeland's past and a looking glass to its future." Lake Mirror Park is on the National Historic Register and is the centerpiece of this City of 100,000 residents. The park houses several civic uses including the City Hall, the Lake Mirror Center, Hollis Garden, Barnett Family Park and a fire station. In 2014, Lake Mirror Park was named as one of the Top 10 Great Public Spaces in the United States.



PROJECT ROLE

Director of Landscape
Architecture

LOCATION

Orlando, FL

EDUCATION

- BS Landscape
Architecture, Purdue
University, 1987

YEARS OF EXPERIENCE

Joined S&ME in 2012 with
25 years of experience

REGISTRATIONS

- RLA, FL #LA0001277,
1988
- RLA, CO #841, 2009
- CLARB #53564, 2018

PROFESSIONAL MEMBERSHIPS

- American Society of
Landscape Architects
(ASLA)
- Florida Recreation and
Park Association (FRPA)
- Harry P. Leu Gardens,
Board of Trustees,
2012-2016
- Orlando DRC, Board
Member, 2005-2008
- Purdue Landscape
Architecture
Professional Advisory
Council, Board Member

Jay R. Hood, PLA, ASLA

Director of Landscape Architecture

Jay has over 31 years of experience with site design and landscape architecture for streetscapes and public spaces. His design influence is featured in the public realm design of places, such as Lakeland's Hollis Garden, Orlando's Harry P. Leu Botanical Gardens, Winter Park's Park Avenue, Downtown Plant Street in Winter Garden, Sanford Avenue in Sanford, Church Street in Downtown Orlando and the University of Central Florida's Health Sciences Campus at Lake Nona. He is a frequent guest lecturer at universities and has spoken on Complete Streets and the benefits of strategic infrastructure investment. His philosophy of design focuses on functional and timeless design, grounded in context and equity of users.

Key Projects and Assignments

Lake Silver / MLK Park Skate Facility Master Plan

Winter Haven, Florida

Principal Designer for the conceptual design of Winter Haven's Lake Silver waterfront amenity. The design addresses the renovation of Martin Luther King Jr. Park and a skate park along the lakes shoreline, integrates the existing trail into the park and provides for a festival street along Lake Silver Drive for special events at the park. Design features also include an open-air stage with terraced lawn, new restrooms and docks/overlooks, enhancement of the existing memorial, shoreline stabilization, expanded parking and a "complete street" streetscape. Martin Luther King Jr. Park will serve as the City's north anchor to its downtown civic, recreation and transit amenities.

Jacksonville Beach Skate Park

Jacksonville Beach, Florida

Principal Designer for the concrete Skate Park in Jacksonville Beach, FL. The scope includes landscape and hardscape design for the project areas outside of the skating surface. The facility will also contain seating, shade structure and features reflective of the unique Jacksonville Beach culture, history and context.

Lakeland Skate Park

Lakeland, Florida

Project Director and Senior Designer for the City's new skate park at Lake Bonny Park. S&ME utilized Team Pain, one of the Nation's premiere skate park designers, to lead the design of the skate elements. The design process included public involvement and tours with area skaters. The park features unique elements, such as integrated shading, vending and viewing areas. The park also emphasizes interior landscaping within the skate areas.

South Central Park and Streetscape Improvements

Winter Haven, Florida

Principal Designer for a multi-purpose civic park and surrounding streetscapes and trails in downtown Winter Haven. The project is comprised of a full city block



May 31, 2019

City of Winter Haven
T. Michael Stavres
451 Third Street NW
Winter Haven, FL 33881

RE: RFQ-18-52 Design Build Services for Skate Park - Revised

Mr. Stavres,

Everett Whitehead and Son, Inc. is pleased to provide this Design Phase proposal for the City of Winter Haven Skate Park. Our proposal is for the following scope of work:

General Conditions

- Project Management & Estimating
- Insurance/ Bonds

Testing

- Perform (4) 20ft deep SPT borings for Skate Facility
- Perform (1) 30ft deep SPT boring for retention pond
- Provide geotechnical reporting for
 - Soil boring logs and classifications
 - Existing groundwater levels and estimated seasonal high levels
 - Site preparation recommendations
 - Retention pond hydraulic conductivity (vertical and horizontal), fillable porosity and base aquifer

Civil Engineering

- Site Civil Engineering and Permitting Services
 - Attend a kick-off meeting with the Project team and City of Winter Haven to review the conceptual plan improvements and discuss other pertinent information needs
 - Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
 - Schedule and prepare soil and topographic exhibits for, and attend one permit application meeting with the Southwest Florida Water Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project

- Coordinate with your soil scientist and a geotechnical engineer to obtain soil boring tests across the Site to include:
 - (A) Seasonal high-water table elevations, soil conductivity (Kvsu & Khsu) and restrictive zones as required for the Environmental Resource Permit (ERP) application package to the SWFWMD
 - (B) Site preparation recommendations
- Coordinate with structural engineer and the team on the skate park design elements
- Prepare site civil engineering 22" x 34" construction plans to include a Dimensioned Site Plan (with landscaping to meet the City's minimum code requirements with performance-based irrigation criteria), Grading and Drainage Plan, and technical specifications for the site civil work for the skate park and supporting infrastructure.
- Prepare a permit Environmental Resource Permit (ERP) modification to the Southwest Florida Water Management District (SWFWMD) to use the existing stormwater management system for all of the proposed improvements to satisfy the SWFWMD attenuation and 0.5-inch treatment criteria requirements

Skate Park Consultant

- Planning
 - Review project goals, budget, approach and criteria
 - Site visit with appropriate planning team and client
 - Assess safety and site restrictions
- Public Input Meeting
 - Present the initial concept design for community input
 - Coordinate dates/times with Owner and design team
 - Create meeting flyer to promote through social media platforms
 - Contact local skate/bike shops to distribute flyer
 - Present custom 3-D concepts based on client's budget and criteria
 - Illustrate & address various types of elements, disciplines and skill levels
 - Question and answer session
 - Conduct workshop on facility requirements and gather public feedback
- Conceptual Design Work
 - Design team finalizes concept design
 - Preliminary layout of design from input
 - Design facility to capture maximum square footage for budget
 - Design for overall control and flow
 - Maximize aesthetic options and schemes related to site
 - Provide construction estimation for concept
- Final public input meeting (if required)
 - Meet and present final concept design based on 1st meeting
 - Present final concept in 2-D & 3-D AutoCAD format for the engineer to create the skate park construction documents
 - Review and address all details
 - Address any changes and/or additions

- Final Conceptual Design Work
 - Finalize skate park concept
 - Provide skate park specialty construction scope of work
 - Provide construction cost estimation for final design

Structural Engineering

- Provide signed and sealed construction plans for permitting

The total amount of the Design Phase is **\$62,470.00** (Sixty-Two Thousand Four Hundred Seventy Dollars and no cents).

CLARIFICATIONS:

1. Any surveying is excluded based on the assumption that the Owner provided topographic and boundary surveys are complete and up to date.
2. Civil design assumes CAD release will be provided for Owner provided topographic and boundary record survey supplied by Chastain Skillman with date of 1/26/18 which was included as part of the RFQ.
3. No design services are included for above grade structures such as buildings, shades structures, restrooms, pavilions, etc.

Please contact me directly with any questions you may have regarding this proposal. We look forward to working with you on this project.

With kind regards,



E. Ryan Whitehead
President



May 31, 2019

City of Winter Haven
T. Michael Stavres
451 Third Street NW
Winter Haven, FL 33881

RE: Design Build Services for Lake Silver Amphitheatre

Mr. Stavres,

Everett Whitehead and Son, Inc. is pleased to provide this Design Phase proposal for the City of Winter Haven Lake Silver Amphitheatre. Our proposal is for the following scope of work:

General Conditions

- Project Management & Estimating
- Insurance/ Bonds

Surveying

- Locate and depict aboveground improvements on the survey
- Depict easements, encumbrances, and right-of-ways that are provided and/or visible that affect the Project Site
- Provide spot elevations and one-foot (+/-) contours based on NAVD88. The spot elevations will extend
- Approximately 100 feet beyond the parcel boundaries, to the centerline of adjoining roads or to manmade or natural grade breaks, whichever is nearest to the Project Site.
- Provide invert information of accessible storm water and sanitary sewer structures
- Locate trees with diameters greater than 6 inches at DBH. (DBH, Diameter at Breast Height is the tree trunk diameter as measured 4.5 feet above the ground.) In areas of dense tree coverage, only the edge of the tree line will be depicted
- Locate pavement markings and roadway signage, including sign content
- Depict special flood hazard areas inundated by 100-year flood as shown on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM)
- Locate markings for underground utilities if depicted on the ground surface by the utility companies prior to the field survey
- Provide a digital file of the survey from AutoCAD Civil 3D 2017, excluding title block and certifications

- Provide three (3) copies of the survey for the Project Site, signed and sealed by a professional surveyor and mapper

Testing

- Perform (2) 5-ft deep SPT borings for parking
- Provide geotechnical reporting for
 - Soil boring logs and classifications
 - Existing groundwater levels and estimated seasonal high levels
 - Pavement recommendations – rigid and flexible
 - Site preparation recommendations
 - Retention pond hydraulic conductivity (vertical and horizontal), fillable porosity and base aquifer

Civil Engineering

- Site Civil Engineering and Permitting Services
 - Attend a kick-off meeting with the Project team and City of Winter Haven to review the conceptual plan improvements and discuss other pertinent information needs
 - Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
 - Schedule and prepare soil and topographic exhibits for, and attend one permit application meeting with the Southwest Florida Water Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project
 - Coordinate with your soil scientist and a geotechnical engineer to obtain soil boring tests across the Site to include:
 - (A) Seasonal high-water table elevations, soil conductivity (Kvsu & Khsu) and restrictive zones as required for the Environmental Resource Permit (ERP) application package to the SWFWMD
 - (B) Pavement design
 - (C) Site preparation recommendations
 - Coordinate with structural engineer and the team on the skate park design elements
 - Prepare site civil engineering 22" x 34" construction plans to include a Dimensioned Site Plan (with landscaping to meet the City's minimum code requirements with performance-based irrigation criteria), Grading and Drainage Plan, and technical specifications for the site civil work for the skate park supporting infrastructure and associated parking area improvements.
 - Prepare a permit Environmental Resource Permit (ERP) modification to the Southwest Florida Water Management District (SWFWMD) to use the existing stormwater management system for all of the proposed improvements to satisfy the SWFWMD attenuation and 0.5-inch treatment criteria requirements

Structural Engineering

- Provide signed and sealed construction plans for permitting

The total amount of the Design Phase is **\$48,725.00** (Forty-Eight Thousand Seven Hundred Twenty Dollars and no cents).

CLARIFICATIONS:

1.

Please contact me directly with any questions you may have regarding this proposal. We look forward to working with you on this project.

With kind regards,



E. Ryan Whitehead
President





City of Winter Haven - Skate Park

R.O.M.

6/18/2019

AREA "A"

Early Design Budget

	<i>7,000sf</i>	<i>16,000sf</i>	<i>25,000sf</i>
General Conditions	\$ 35,500.00	\$ 40,500.00	\$ 47,000.00
Bonds & Insurance	\$ 18,500.00	\$ 22,200.00	\$ 28,000.00
Sitework Allowance	\$ 70,000.00	\$ 75,000.00	\$ 100,000.00
Skate Park Construction	\$ 245,000.00	\$ 560,000.00	\$ 875,000.00
Hardscape Allowance	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
Landscape Allowance	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00
Contractor's Fee	\$ 49,080.00	\$ 74,270.00	\$ 110,000.00

BUDGET TOTAL	\$ 458,080.00	\$ 816,970.00	\$ 1,210,000.00
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+ DESIGN PHASE FEE	\$ 62,470.00	\$ 62,470.00	\$ 62,470.00
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TOTALS	\$ 520,550.00	\$ 879,440.00	\$ 1,272,470.00
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May 31, 2019

City of Winter Haven
T. Michael Stavres
451 Third Street NW
Winter Haven, FL 33881

RE: RFQ-18-52 Design Build Services for Skate Park - Revised

Mr. Stavres,

Everett Whitehead and Son, Inc. is pleased to provide this Design Phase proposal for the City of Winter Haven Skate Park. Our proposal is for the following scope of work:

General Conditions

- Project Management & Estimating
- Insurance/ Bonds

Testing

- Perform (4) 20ft deep SPT borings for Skate Facility
- Perform (1) 30ft deep SPT boring for retention pond
- Provide geotechnical reporting for
 - Soil boring logs and classifications
 - Existing groundwater levels and estimated seasonal high levels
 - Site preparation recommendations
 - Retention pond hydraulic conductivity (vertical and horizontal), fillable porosity and base aquifer

Civil Engineering

- Site Civil Engineering and Permitting Services
 - Attend a kick-off meeting with the Project team and City of Winter Haven to review the conceptual plan improvements and discuss other pertinent information needs
 - Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
 - Schedule and prepare soil and topographic exhibits for, and attend one permit application meeting with the Southwest Florida Water Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project

175

- Coordinate with your soil scientist and a geotechnical engineer to obtain soil boring tests across the Site to include:
 - (A) Seasonal high-water table elevations, soil conductivity (Kvsu & Khsu) and restrictive zones as required for the Environmental Resource Permit (ERP) application package to the SWFWMD
 - (B) Site preparation recommendations
- Coordinate with structural engineer and the team on the skate park design elements
- Prepare site civil engineering 22" x 34" construction plans to include a Dimensioned Site Plan (with landscaping to meet the City's minimum code requirements with performance-based irrigation criteria), Grading and Drainage Plan, and technical specifications for the site civil work for the skate park and supporting infrastructure.
- Prepare a permit Environmental Resource Permit (ERP) modification to the Southwest Florida Water Management District (SWFWMD) to use the existing stormwater management system for all of the proposed improvements to satisfy the SWFWMD attenuation and 0.5-inch treatment criteria requirements

Skate Park Consultant

- Planning
 - Review project goals, budget, approach and criteria
 - Site visit with appropriate planning team and client
 - Assess safety and site restrictions
- Public Input Meeting
 - Present the initial concept design for community input
 - Coordinate dates/times with Owner and design team
 - Create meeting flyer to promote through social media platforms
 - Contact local skate/bike shops to distribute flyer
 - Present custom 3-D concepts based on client's budget and criteria
 - Illustrate & address various types of elements, disciplines and skill levels
 - Question and answer session
 - Conduct workshop on facility requirements and gather public feedback
- Conceptual Design Work
 - Design team finalizes concept design
 - Preliminary layout of design from input
 - Design facility to capture maximum square footage for budget
 - Design for overall control and flow
 - Maximize aesthetic options and schemes related to site
 - Provide construction estimation for concept
- Final public input meeting (if required)
 - Meet and present final concept design based on 1st meeting
 - Present final concept in 2-D & 3-D AutoCAD format for the engineer to create the skate park construction documents
 - Review and address all details
 - Address any changes and/or additions

- Final Conceptual Design Work
 - Finalize skate park concept
 - Provide skate park specialty construction scope of work
 - Provide construction cost estimation for final design

Structural Engineering

- Provide signed and sealed construction plans for permitting

The total amount of the Design Phase is **\$62,470.00** (Sixty-Two Thousand Four Hundred Seventy Dollars and no cents).

CLARIFICATIONS:

1. Any surveying is excluded based on the assumption that the Owner provided topographic and boundary surveys are complete and up to date.
2. Civil design assumes CAD release will be provided for Owner provided topographic and boundary record survey supplied by Chastain Skillman with date of 1/26/18 which was included as part of the RFQ.
3. No design services are included for above grade structures such as buildings, shades structures, restrooms, pavilions, etc.

Please contact me directly with any questions you may have regarding this proposal. We look forward to working with you on this project.

With kind regards,



E. Ryan Whitehead
President



City of Winter Haven - Amphitheatre

R.O.M.

6/18/2019

AREA "B"

Early Design Budget

General Conditions	\$	22,650.00
Bonds & Insurance	\$	11,150.00
Amphitheatre improvements	\$	111,126.00
Parking lot construction/ boat ramp paving	\$	118,555.00
Sidewalk Allowance	\$	20,000.00
Shade Structure Allowance	\$	80,000.00
Waterproofing	\$	15,000.00
Contractor's Fee	\$	37,848.10

BUDGET TOTAL	\$	416,329.10
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+ DESIGN PHASE FEE	\$	48,725.00
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TOTALS	\$	465,054.10
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May 31, 2019

City of Winter Haven
T. Michael Stavres
451 Third Street NW
Winter Haven, FL 33881

RE: Design Build Services for Lake Silver Amphitheatre

Mr. Stavres,

Everett Whitehead and Son, Inc. is pleased to provide this Design Phase proposal for the City of Winter Haven Lake Silver Amphitheatre. Our proposal is for the following scope of work:

General Conditions

- Project Management & Estimating
- Insurance/ Bonds

Surveying

- Locate and depict aboveground improvements on the survey
- Depict easements, encumbrances, and right-of-ways that are provided and/or visible that affect the Project Site
- Provide spot elevations and one-foot (+/-) contours based on NAVD88. The spot elevations will extend
- Approximately 100 feet beyond the parcel boundaries, to the centerline of adjoining roads or to manmade or natural grade breaks, whichever is nearest to the Project Site.
- Provide invert information of accessible storm water and sanitary sewer structures
- Locate trees with diameters greater than 6 inches at DBH. (DBH, Diameter at Breast Height is the tree trunk diameter as measured 4.5 feet above the ground.) In areas of dense tree coverage, only the edge of the tree line will be depicted
- Locate pavement markings and roadway signage, including sign content
- Depict special flood hazard areas inundated by 100-year flood as shown on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM)
- Locate markings for underground utilities if depicted on the ground surface by the utility companies prior to the field survey
- Provide a digital file of the survey from AutoCAD Civil 3D 2017, excluding title block and certifications

- Provide three (3) copies of the survey for the Project Site, signed and sealed by a professional surveyor and mapper

Testing

- Perform (2) 5-ft deep SPT borings for parking
- Provide geotechnical reporting for
 - Soil boring logs and classifications
 - Existing groundwater levels and estimated seasonal high levels
 - Pavement recommendations – rigid and flexible
 - Site preparation recommendations
 - Retention pond hydraulic conductivity (vertical and horizontal), fillable porosity and base aquifer

Civil Engineering

- Site Civil Engineering and Permitting Services
 - Attend a kick-off meeting with the Project team and City of Winter Haven to review the conceptual plan improvements and discuss other pertinent information needs
 - Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
 - Schedule and prepare soil and topographic exhibits for, and attend one permit application meeting with the Southwest Florida Water Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project
 - Coordinate with your soil scientist and a geotechnical engineer to obtain soil boring tests across the Site to include:
 - (A) Seasonal high-water table elevations, soil conductivity (Kvsu & Khsu) and restrictive zones as required for the Environmental Resource Permit (ERP) application package to the SWFWMD
 - (B) Pavement design
 - (C) Site preparation recommendations
 - Coordinate with structural engineer and the team on the skate park design elements
 - Prepare site civil engineering 22" x 34" construction plans to include a Dimensioned Site Plan (with landscaping to meet the City's minimum code requirements with performance-based irrigation criteria), Grading and Drainage Plan, and technical specifications for the site civil work for the skate park supporting infrastructure and associated parking area improvements.
 - Prepare a permit Environmental Resource Permit (ERP) modification to the Southwest Florida Water Management District (SWFWMD) to use the existing stormwater management system for all of the proposed improvements to satisfy the SWFWMD attenuation and 0.5-inch treatment criteria requirements

Structural Engineering

- Provide signed and sealed construction plans for permitting

The total amount of the Design Phase is **\$48,725.00** (Forty-Eight Thousand Seven Hundred Twenty Dollars and no cents).

CLARIFICATIONS:

1.

Please contact me directly with any questions you may have regarding this proposal. We look forward to working with you on this project.

With kind regards,



E. Ryan Whitehead
President



CITY COMMISSION AGENDA REVIEW SESSION MINUTES

WEDNESDAY, JUNE 5, 2019 at 6:30 P.M.

City Hall - John Fuller Auditorium

451 Third Street NW

Winter Haven, Florida 33881

CALL TO ORDER - Mayor Dantzler called the meeting to order at 6:30 p.m.

CITY COMMISSION REGULAR MEETING AGENDA FOR JUNE 10, 2019

(NOTE: items below correspond with the numbers from the agenda)

City Manager Herr presented a broom to Fire Department Battalion Chief Joe Carbone to represent the St. Louis Cardinals "sweeping" the Chicago Cubs when they played recently.

4. PRESENTATION(S)

A. LGBTQ Pride Week Proclamation - Kerri McCoy, President of PFLAG Polk County

B. National Garbage Man and Woman Day Proclamation - Rick Cardona, Solid Waste Superintendent

C. Neighborhood Program Presentation - Anita Silwal, Senior Planner & Chief Charlie Bird, Public Safety Director

There were no questions or discussion for items A-C.

5. ROLL CALL

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners William Twyford, Pete Chichetto, and James "J.P." Powell.

Staff Present: City Manager Mike Herr; City Attorney John Murphy; City Clerk Vanessa Castillo; Deputy Police Chief David Brannan; Financial Services Director Cal Bowen; Smart City Officer Hiep Nguyen; Parks, Recreation and Culture Director Travis Edwards; Utility Services Director Gary Hubbard; Public Works Director Michael "M.J." Carnevale; and Eric Labbe, Growth Management Director.

6. MINUTES

A. May 22, 2019 City Commission Agenda Review Session Minutes

B. May 28, 2019 Regular City Commission Meeting Minutes

No questions or discussion.

7. COMMENTS FROM THE AUDIENCE

8. **ORDINANCE(S) – SECOND READING – PUBLIC HEARING** - None

9. **CONSENT AGENDA**

A. **First Amendment to Combined Projects Implementation Agreement**

B. **Skate Park Design-Build Contract**

C. **Award of RFQ-19-10: Winter Haven Integrated/One Water Master Plan to Black and Veatch, Orlando, FL.**

D. **Developer Agreement - Lift Station # 126 Property**

E. **Second Amendment to Communications Site Lease Agreement, Metro PCS Networks Florida, LLC (formerly Royal Street Communications Florida, LLC)**

F. **Award of RFQ-19-03 Design-Build Services for Fire Station #3 to Everett Whitehead & Son, Inc. (Winter Haven, FL)**

G. **319 Education Grant for Enhancing the Permitting and Use of Low Impact Development Practices**

H. **SWFWMD Cooperative Funding Grants for Design and Construction of Low Impact Developments**

Commissioner Powell said he was glad the City was doing a new fire station.

City Manager Herr apologized for taking more time for the skate park project, which was due to making sure the project as presented to the City Commission would be complete and meet the Commissioner's vision for same. Staff would be discussing this item further and the item would be brought back at a later date.

Commissioner Chichetto asked for clarification of item G. Public Works Director Carnevale gave an overview. Discussion ensued.

10. **RESOLUTION(S)** - None

11. **ORDINANCE(S) – FIRST READING** - None

12. **NEW BUSINESS**

A. **PUBLIC HEARING to Provide for Collection of Code Compliance NAVA Special Assessments**

City Manager Herr said this was a customary item, done annually, and had been advertised accordingly.

B. **International Charter for Walking**

No questions or discussion.

13. CITY COMMISSION/LIAISON REPORTS

Mayor Pro Tem Birdsong, in reference to the letter sent by City Attorney Murphy regarding 2019 Florida Legislative Session Update, said it appeared the City would have to do some things differently or with more funding. City Attorney Murphy concurred and confirmed there would be some fiscal impacts.

14. CITY ATTORNEY REPORT - None

15. CITY MANAGER REPORT - None

16. ASSISTANT CITY MANAGER REPORT - None

17. CITY CLERK REPORT

City Clerk Castillo reported Malasia Pierre-Louis from CareerSource Polk's Summer Youth Employment Program had started this week as an intern in the City Clerk's Office and would be working with them Tuesday through Friday during the summer.

18. DEVELOPMENTS OF NOTE - None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:48 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, MMC
City Clerk

Brad Dantzler
Mayor-Commissioner

WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING MINUTES

MONDAY, JUNE 10, 2019 at 6:30 P.M.

City Hall - John Fuller Auditorium

451 Third Street NW

Winter Haven, Florida 33881

1. **CALL TO ORDER** - Mayor Dantzler called the meeting to order at 6:30 p.m.

2. **INVOCATION** – Parks, Recreation and Culture Director Travis Edwards

3. **PLEDGE OF ALLEGIANCE** – City Clerk Vanessa Castillo, MMC

4. **PRESENTATION(S)**

A. LGBTQ Pride Week Proclamation - Kerri McCoy, President of PFLAG Polk County

Mayor Dantzler presented a proclamation to Kristine Lally declaring June 8-15, 2019, as “Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Pride Week” in the City of Winter Haven. Ms. McCoy was unable to attend.

B. National Garbage Man and Woman Day Proclamation - Rick Cardona, Solid Waste Superintendent

Mayor Dantzler presented a proclamation to Mr. Cardona declaring June 17, 2019, as “National Garbage Man and Woman Day” in the City of Winter Haven. Mr. Cardona recognized and presented this proclamation to employees of the Solid Waste Division who were also present.

C. Neighborhood Program Presentation - Anita Silwal, Senior Planner & Chief Charlie Bird, Public Safety Director

Director of Public Safety Bird and Senior/Neighborhood Planner Silwal gave a PowerPoint presentation (*see attached*) regarding the City’s Neighborhood Program.

5. **ROLL CALL** – City Clerk Vanessa Castillo, MMC

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners Pete Chichetto, William Twyford and James “J.P.” Powell.

Staff Present: City Manager Mike Herr; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Financial Services Director Cal Bowen; Director of Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Parks, Recreation and Culture Director Travis Edwards; Utility Services Director Gary Hubbard; Public Works Director Michael “M.J.” Carnevale; and Growth Management Director Eric Labbe.

6. MINUTES

A. May 22, 2019 City Commission Agenda Review Session Minutes

B. May 28, 2019 Regular City Commission Meeting Minutes

Motion by Commissioner Powell to approve the minutes as presented.

Mayor Dantzler stated anyone wishing to speak to the minutes could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

7. COMMENTS FROM THE AUDIENCE - None

8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING - None

9. CONSENT AGENDA

A. First Amendment to Combined Projects Implementation Agreement

B. Award of RFQ-19-10: Winter Haven Integrated/One Water Master Plan to Black and Veatch, Orlando, FL.

C. Developer Agreement - Lift Station # 126 Property

D. Second Amendment to Communications Site Lease Agreement, Metro PCS Networks Florida, LLC (formerly Royal Street Communications Florida, LLC)

E. Award of RFQ-19-03 Design-Build Services for Fire Station #3 to Everett Whitehead & Son, Inc. (Winter Haven, FL)

F. 319 Education Grant for Enhancing the Permitting and Use of Low Impact Development Practices

G. SWFWMD Cooperative Funding Grants for Design and Construction of Low Impact Developments

Motion by Commissioner Powell to approve the Consent Agenda as presented.

Mayor Dantzler stated anyone wishing to speak to the consent agenda could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

10. RESOLUTION(S) - None

11. ORDINANCE(S) - FIRST READING - None

12. NEW BUSINESS

A. PUBLIC HEARING to Provide for Collection of Code Compliance NAVA Special Assessments

City Manager Herr presented this item as detailed in the agenda packet.

Code Compliance Supervisor Tanya Ayers confirmed no written objections to this item had been received.

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this matter may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Dantzler closed the Public Hearing and reopened the Regular Commission Meeting.

Motion by Mayor Pro Tem Birdsong to approve the collection of Code Compliance NAVA Special Assessments.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

B. International Charter for Walking

City Manager Herr presented this item as detailed in the agenda packet.

Motion by Commissioner Powell to approve the International Charter for Walking.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

Motion carried 5:0.

13. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Twyford reported the following: attended the first graduation of the Cypress Junction Montessori School at the Derry Down; attended the Winter Haven High School (WHHS) Graduation in Lakeland; attended the CPR-AED training at the Fire Safety Complex; attended a walk-through of the Chain of Lakes Fieldhouse; attended the ribbon cutting for Sport Clips; attended a Polk County Transportation Planning Organization (TPO) Board Meeting; attended a Ridge League of Cities (RLC) Dinner Meeting hosted by Lakeland where Allison Payne from the Florida League of Cities (FLC) spoke and scholarships to students and other recognitions were given; attended the *Community Conversations with City Manager Herr* who was also the speaker; and attended the City's *Employee Appreciation Day* luncheon at Nora Mayo Hall.

Commissioner Chichetto - None

Commissioner Powell reported the following: attended the Cypress Junction Montessori School Graduation; attended the WHHS Graduation; attended the RLC Dinner Meeting; and attended a walk-through of the Chain of Lakes Fieldhouse and gave kudos to assistant City Manager Stavres.

Mayor Pro Tem Birdsong reported the following: attended the Cypress Junction Montessori School Graduation; attended the WHHS Graduation; attended a reception for Miss Florida Citrus and Miss Winter Haven; attended the *Employee Appreciation Day* luncheon; attended the RLC Dinner Meeting; attended a scholarship banquet at Polk State College organized by his [First Missionary Baptist] church; attended a TPO Board Meeting and discussed the 2019 TPO projects in more detail; and attended the ribbon cutting for Sport Clips.

Mayor Dantzler reported the following: a walk-through of the Chain of Lakes Fieldhouse and said Assistant City Manager Stavres did a good job; attended a Multimodal Transportation Advisory Committee (MTAC) Meeting and said he was very proud of this committee and that it had a very full agenda; attended the WHHS Graduation and recognized [senior sponsor] Nancy Bachman; gave greetings at the Cypress Junction Montessori School Graduation; attended a Smart Cities initiative meeting and was very impressed with the applicants; and made an appearance at the *Ethics & Sunshine Law* Training hosted by the City.

14. CITY ATTORNEY REPORT

City Attorney Murphy reported attending the *Ethics & Sunshine Law* Training given by the City of Tampa's Council Attorney Martin Shelby and gave kudos to City Clerk Castillo and Deputy City Clerk Joy Cochran for a good job organizing it; and reminded the Commission to complete Form 1, Statement of Financial Interests and submit to City Clerk Castillo or the Polk County Supervisor of Elections Office by July 1. He also reminded the Commission to let him know of if they were interested in doing any Charter amendments so that an ordinance could be prepared timely and ballot language could be ready.

15. CITY MANAGER REPORT

City Manager Herr reported attending the *Ethics & Sunshine Law* Training where Attorney Shelby had done an excellent job presenting. He also noted that although not required by the Florida Statutes, he and Assistant City Manager Stavres were required to attend this training to maintain their membership with the Florida City and County Management Association (FCCMA); attended the Cypress Junction Montessori School Graduation and was impressed with the children; and attended the *Employee Appreciation Day* luncheon, giving kudos to Executive Services Director Stayner and Human Resources Director Shawn Dykes and City employees looked enthusiastic and morale was high.

16. ASSISTANT CITY MANAGER REPORT - None

17. CITY CLERK REPORT

City Clerk Castillo thanked the Ridge League of Cities and Boswell & Dunlap LLP for sponsoring breakfast and lunch at the *Ethics and Sunshine Law* Training held Saturday, June 1, 2019.

18. **DEVELOPMENTS OF NOTE** – None

19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None

20. **ADJOURNMENT** – 7:34 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, MMC
City Clerk

Bradley T. Dantzler
Mayor

NEIGHBORHOODS ON THE MOVE

City of Winter Haven



Neighborhoods on the Move

Our Goal is to make City's neighborhoods cleaner, safer, healthier and connected through an exceptional customer service.

Public Safety Code Initiative

- Neighborhood 1 – Winter Haven High School (Ave. G SE/6th St SE)
Friday, March 8, 2019 (*completed*)
 - Neighborhood 2 – Oaklawn Cemetary (Ave. M SW/5th St SW)
Friday, May 3, 2019 (*completed*)
 - **FUTURE INITIATIVE AREAS**
 - Neighborhood 3 – Downtown Oaks Friday, July 12, 2019
 - Neighborhood 4 – Ave. Q NW Friday, September 6, 2019

Public Safety Code Initiative

Engaging the residents in areas identified across the City to assist them into compliance where code violations are present.

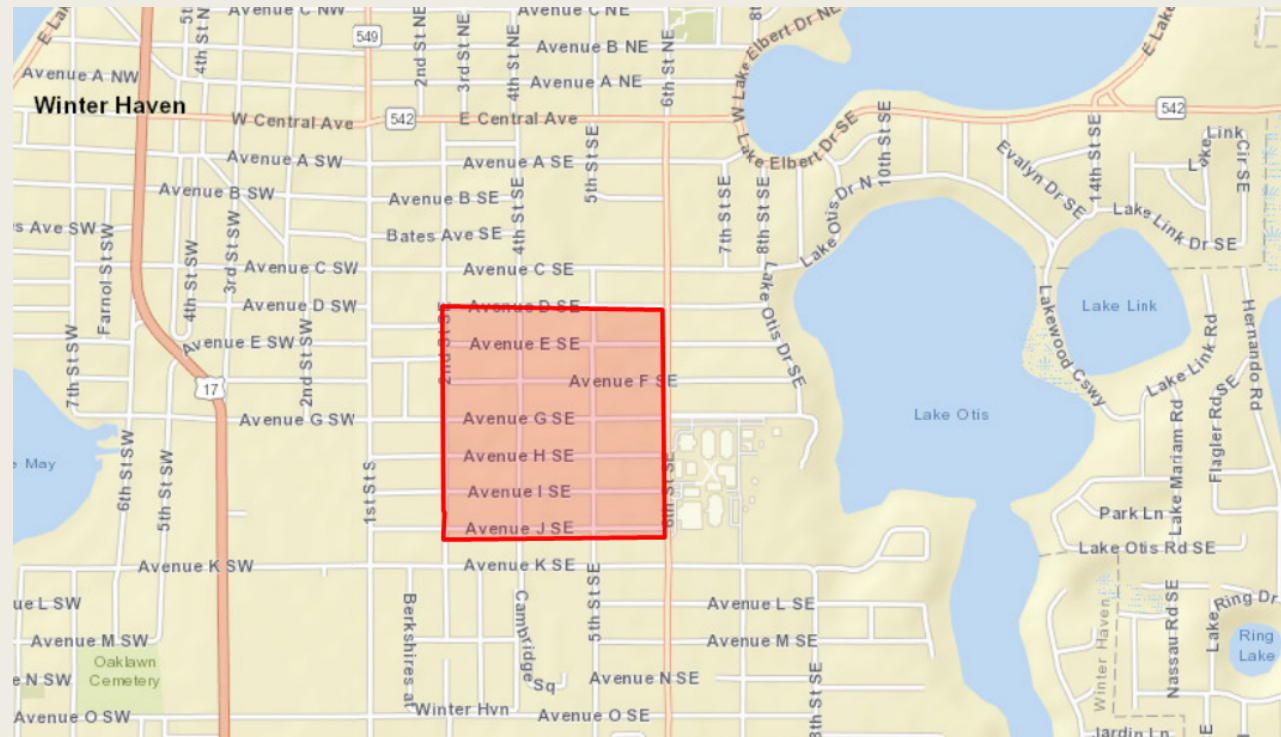
- City Divisions working together
 - *Police, Fire, Code, Solid Waste, Natural Resources, Streets & Drainage*
- Walking our neighborhoods and talking with residents face-to-face listening to the problems they see in their neighborhoods
- Informing residents on specific violations
- Providing solutions for cleaner neighborhoods
- Connecting citizens with community resources as needed
- Identify citizens willing to work with city members to improve neighborhoods

Public Safety Code Initiative

Neighborhood 1

March 8, 2019

SE Area - near Winter Haven High School



Public Safety Code Initiative

Outcomes Initiative Neighborhood 1 (March 8, 2019)

- * Members getting to know other members in the City/Community/Organizations
- * Members were able to identify issues faced by citizens and offer assistance/solutions
- * Citizens were very receptive to the goal of the program.

■ 333 Properties within zone 1

■ 111 Courtesy Notices Issued

- 24 - Missing or improper address numbers
- 15 - Inoperable or untagged vehicles
- 26 - Junk, trash debris
- 24 - High grass/weeds
- 32 - Parking on front yard
- 40 - Trash cans improperly stored in yard or by road
- 18 - Other conditions
- 7 - Requested resources

**50 %
Compliance on
Re-Inspections!**

Public Safety Code Initiative

Public Works Impact - Neighborhood 1 (March 8, 2019)

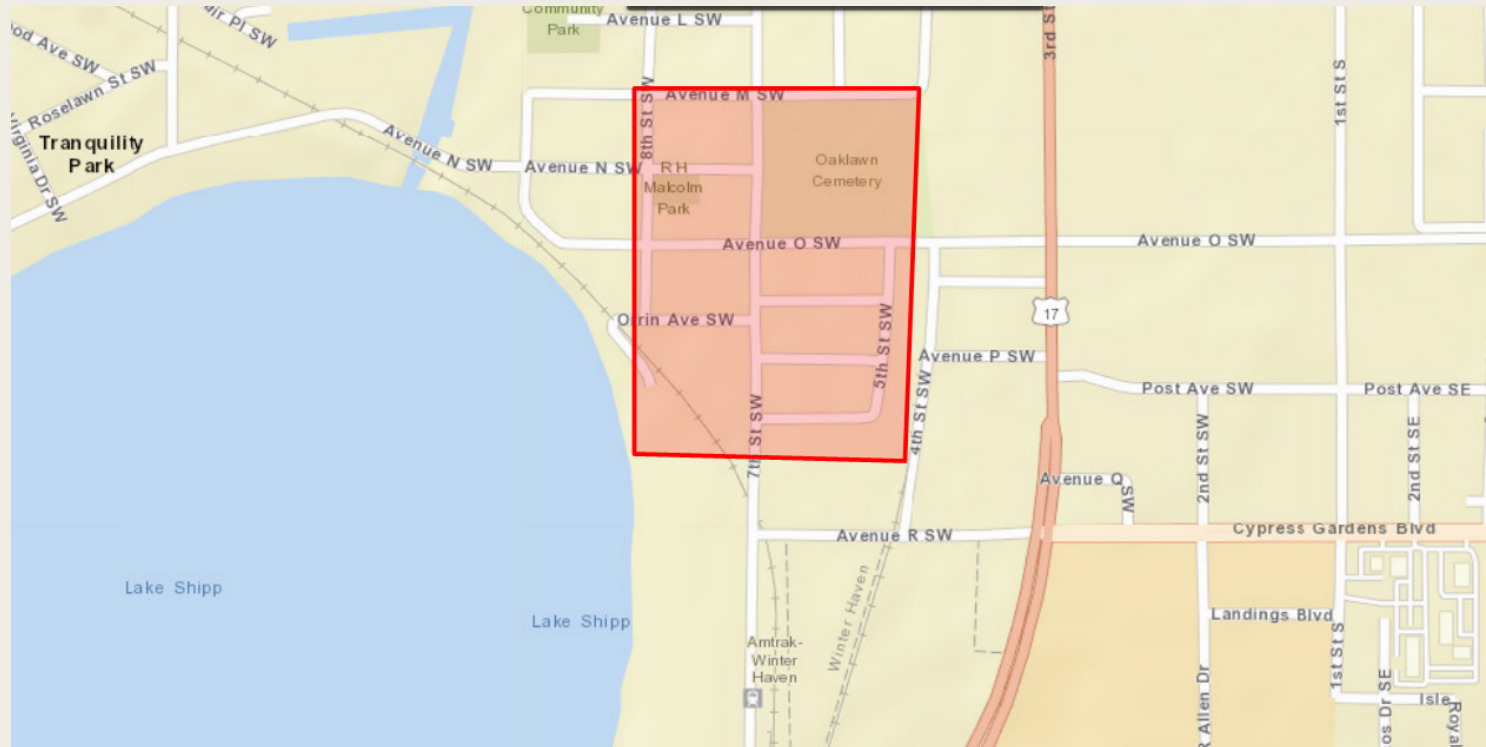
- 55 Curb/Gutter Assets cleaned
- 15 Trees Trimmed/ Removed
- 8 Storm Structures Flushed.
- 6 Sidewalks Repairs
- 1 Alleyway repair
- We have no data on junk pick up from this initiative.

Public Safety Code Initiative

Neighborhood 2

May 21, 2019

Oaklawn Neighborhood



Public Safety Code Initiative

Outcomes Initiative Neighborhood 2 (May 3, 2019)

- * Positive feedback from residents in the area
- * Ability to assist renter with issue she had no solution for
- * All City Divisions working well and understand the objective
- 182 Properties within Zone 2
- 75 Courtesy Notices Issued
 - 13 - Missing or improper address numbers
 - 10 - Inoperable or untagged vehicles
 - 25 - Junk, trash debris
 - 2 - High grass/weeds
 - 8 - Parking on front yard
 - 12 - Trash cans improperly stored in yard or by road
 - 5 - Other conditions
 - 1 - Requested resources

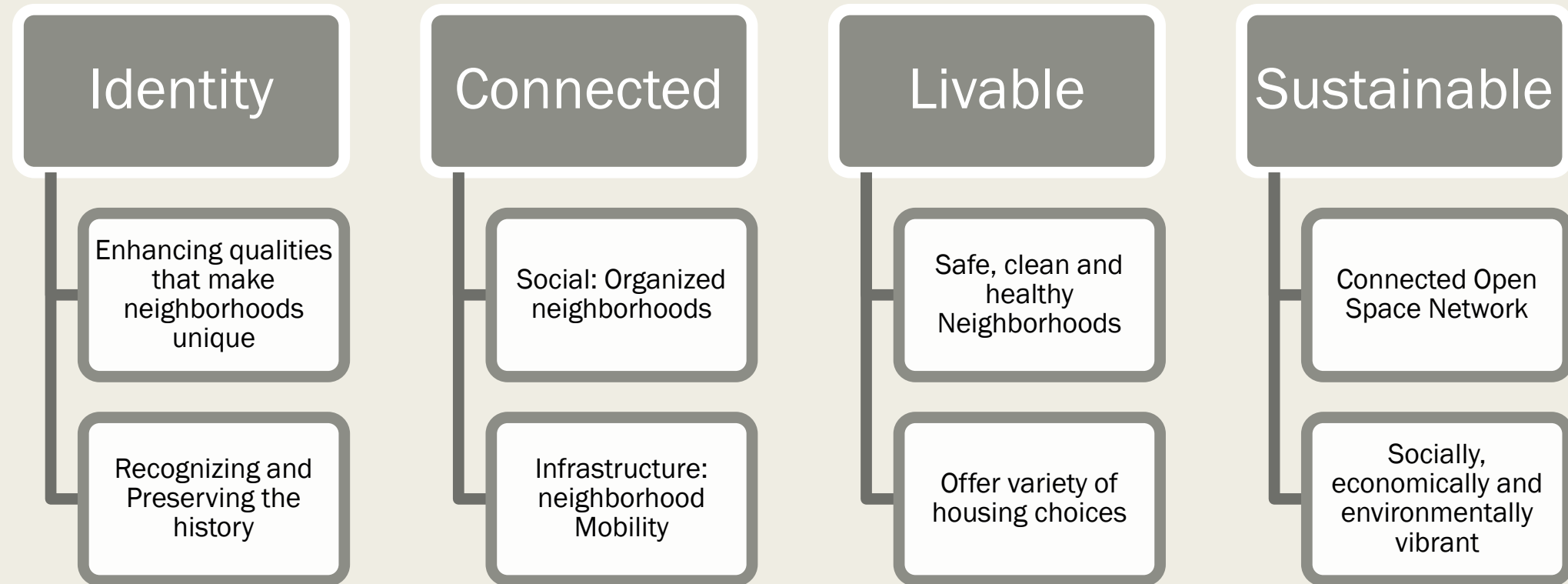
**30 %
Compliance on
Re-Inspections!**

Public Safety Code Initiative

Public Works Impact - Neighborhood 2 (May 3, 2019)

- 2 Tree removals
- 2 Tree Trims
- 6 Junk Pick-ups to-date- Roughly 30 yards of junk.

Neighborhood Vision



Providing an exceptional customer service to our residents

Neighborhood Programs

- **Established Neighborhood Associations**
 - Residents have a common platform to voice neighborhood concerns
 - Provide means to communicate with neighbors
 - Provide community leadership opportunity
- **Neighborhood Signs/ Identifiers**
 - Enhanced image of the neighborhood
 - Distinguished identity
 - Sense of Pride



Interlaken Neighborhood Identification Sign, Winter Haven

Neighborhood Programs

Neighborhood Improvement Grants

- Grants available for projects that implement physical improvements or enhancements, increase public safety or provide educational and cultural opportunities that benefit neighborhood residents.
- The neighborhood association serves as a project lead that takes place within neighborhood boundaries
- Residents initiated neighborhood improvement projects.

Neighborhood Programs

Neighborhood Improvement Grant Projects :



Playground Equipment, Orlando



Street Lights, Orlando

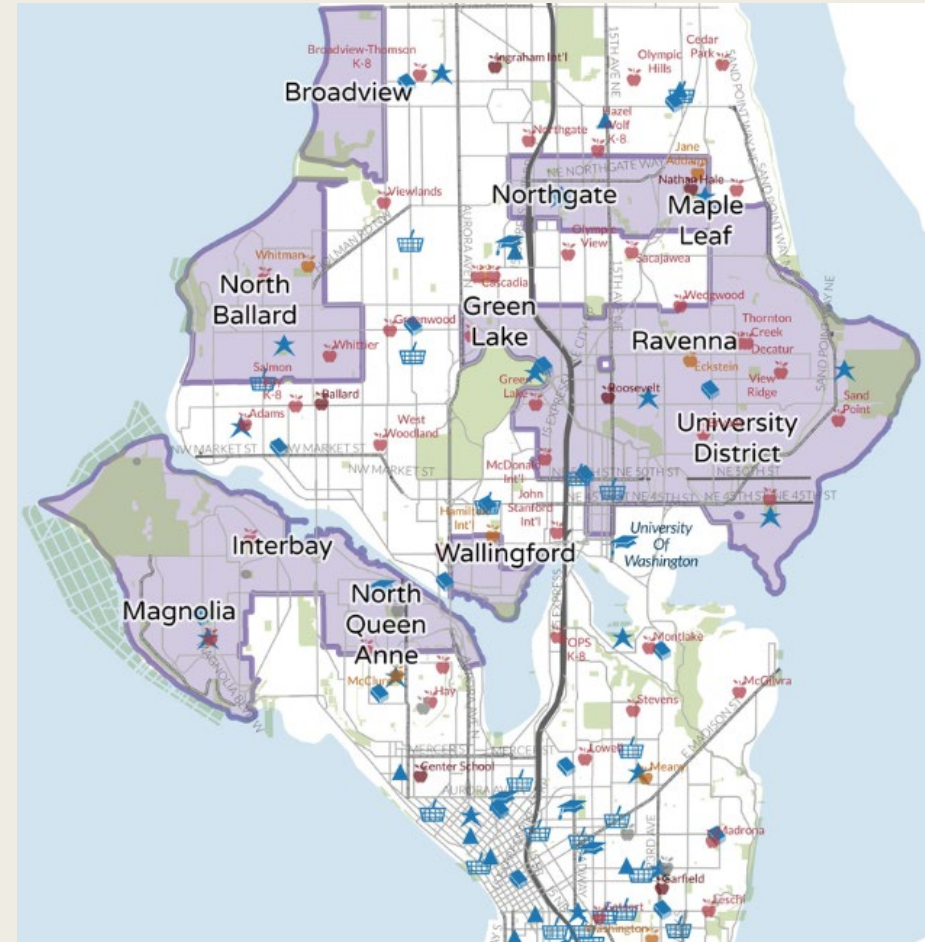


Crime Prevention Awareness, Lakeland

Neighborhood Programs

Interactive data-driven Neighborhood Maps

- Offer the ease of visualizing data to the user in a simplified manner
- Provides insightful information about neighborhood such as: demographics, history, nearby locations, travel route, ongoing projects.



Neighborhoods in Seattle

Source: [nytimes.com](https://www.nytimes.com)

Neighborhood Programs

■ SWOT Analysis and Need Assessment

- Provide framework for understanding community goals and aspirations. SWOT strategies are a starting point for planning improvement projects.
- Identification of issues by each neighborhoods.

This strategy will allow us to determine priorities to develop actionable strategies.

Neighborhood Service Team



Provide a single point person to coordinate assistance for neighborhoods from various City agencies, i.e. police, parks & recreation, codes, streets, solid waste, etc.

Neighborhood Service Team



Before



After

An overflowing dumpster concern from resident was addressed within one business day.

Neighborhoods

- Connected with community leaders of more than 5 neighborhoods
 - Interlaken Neighborhood
 - Around the Lake Neighborhood
 - Villa Manor
 - Florence Villa Winter Haven
 - Boggy Neighborhood
 - Sunshine Tree Neighborhood



Engagement

- Develop, Maintain, and Update Neighborhood Directory
- Nextdoor: A social networking platform to communicate with residents



Senior Planner - Neighborhoods Anita Silwal, City of Winter Haven AGE...

WH Neighborhood Names

Hello, City of Winter Haven Neighbors! My name is Anita Silwal, Neighborhood Planner at City of Winter Haven. The neighborhoods are the treasure of our City. One of my goals is to make City's neighborhoods livable, safe, and healthy by seeking neighborhood engagement. In efforts to re-brand our neighborhoods, we are See more...

8 Mar · Subscribers of City of Winter Haven

Reply



3



29

1906 Impressions

4,140 verified residents
67 neighborhoods



Neighborhoods



**Nextdoor is a private social networking service for neighborhoods.
Over 3,000 public agencies across US use Nextdoor.**

- Outreach through Nextdoor to more than 4,000 residents, i.e. 13% Households
- 10,214 residents viewed posts in their feed, opens email and clicked on agency's post.
- More than 10 messages received related to neighborhood concerns and engagement.

Moving Forward

- Continue exploring data-driven strategies to drive neighborhood change
(Use online web-based platform to collect neighborhood concerns and recommendations, identify trends, use of web-based application like community analyst to analyze neighborhood demographics, housing, and market analysis)
- Develop Neighborhood Action Plan
(Addressing Housing Issues, Maintaining the character of the neighborhood, boosting neighborhood economy, improving connectivity, etc.)
- Neighborhood Grants
(Federal Grants: HUD Choice Neighborhood Implementation Grant, Hope VI Main Street Grant, Rural Housing Preservation Grant, Wells Fargo Neighborhood Revitalization Grant, Walmart Local Community Contribution Programs, etc.)

THANK YOU!

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 24, 2019

DATE: June 7, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Growth Management Director

FROM: Sean Byers, Principal Planner

SUBJECT: **Resolution R-19-18:** Request by SDD Development, LLC to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Lake Smart Pointe Subdivision. **General Location:** The Lake Smart Pointe Subdivision generally located east of Lucerne Park Road and west of Lake Smart.

BACKGROUND:

SDD Development, LLC requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as noted on the plat for Lake Smart Pointe. The subdivision consists of 39± acres generally located east of Lucerne Park Road and west of Lake Smart and contains 167 lots. Within Lake Smart Pointe, all roadways, water lines, sewer lines and related infrastructure will be owned and maintained by the City; however, all stormwater related infrastructure will be owned and maintained by the Lake Smart Pointe Homeowners Association, Inc.

On May 13, 2019, the City Commission approved Resolution R-19-12 platting the Lake Smart Pointe Subdivision; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, SDD Development, LLC, submitted a Cash Bond issued in the amount of \$90,500 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete improvements included landscaping and installation of proper manhole covers. Recent inspections by staff found all incomplete improvements are now complete. The roadways, water, wastewater, and reuse utilities can now be accepted by the City; however the City will not be accepting maintenance responsibility for drainage infrastructure within this subdivision as the Southwest Florida Water Management (SWFWMD) permit for these facilities is granted to Lake Smart Pointe Homeowners Association, Inc.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution R-19-18.

ATTACHMENTS:

Resolution R-19-18

Resolution R-19-12 (Original Platting)

RESOLUTION R-19-18

A RESOLUTION CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "LAKE SMART POINTE" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 172, PAGES 9 THROUGH 12, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: The Lake Smart Pointe subdivision plat generally located east of Lucerne Park Road and west of Lake Smart. The area covered by this request is 39± acres)

Whereas, that certain plat entitled "Lake Smart Pointe" and showing the property described on Exhibit "A" attached hereto and made a part hereof, was presented to the City Commission and approved for filing on the 13th day of May, 2019, by the passage of Resolution R-19-12; and

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for that subdivision known as "Lake Smart Pointe" have been completed and City staff is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven as notated on the said plat and release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of June 24, 2019, of the dedications in favor of the Public/City of Winter Haven as set forth on the said plat, including but not limited to, roadways, water, wastewater, and reuse systems as such systems have passed all required tests, and all required certifications have been obtained, and the systems are fully operational pursuant to City standards in accordance with Chapter 177, Florida

Statutes. The City is not accepting the drainage systems and related infrastructure notated on the plat as that will remain the responsibility of the Lake Smart Pointe Homeowners Association and/or fee-simple owners of record.

2. The City Manager is hereby authorized to release the Cash Bond in the amount of \$90,500.00 delivered as security for the completion of all required infrastructure and improvements in the said subdivision.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 24th day of June, 2019.

Mayor-Commissioner

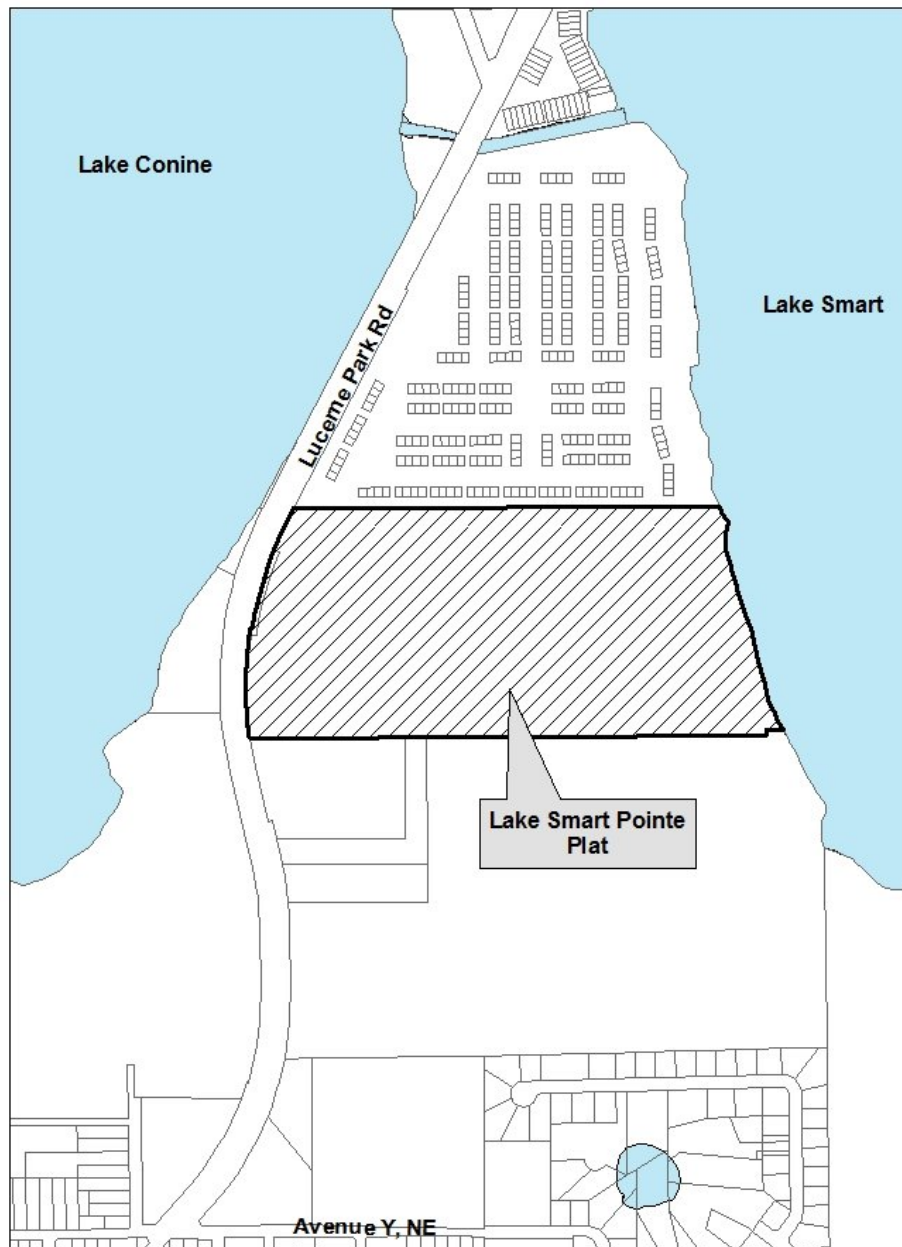
ATTEST:

City Clerk

Approved as to form:

City Attorney

Exhibit "A"



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 24, 2019

DATE: June 7, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Growth Management Director

FROM: Sean Byers, Principal Planner

SUBJECT: Resolution R-19-19: Request by KB Home Orlando, LLC, for final plat approval of Lake Lucerne Phases Two and Three subdivision plat generally located east of Swiss Golf Road and north of Old Lucerne Park Road.

BACKGROUND:

The applicant, KB Home Orlando, LLC, is requesting final plat approval for Lake Lucerne Phases Two and Three plat. The 34-acre subdivision is generally located east of Swiss Golf Road and north of Old Lucerne Park Road. The subdivision contains 80 building lots and three common lots consisting of stormwater management and wetland areas. Lake Lucerne Phases Two and Three were developed according to the requirements contained in Planned Unit Development (PUD) zoning Ordinance O-17-58. All lots meet the minimum requirements established by this ordinance.

All roadways as well as water, sewer, and reuse utilities will be publicly owned and maintained by the City. The City will not be accepting the stormwater conveyances for maintenance as these will be owned and maintained by the Lake Lucerne Homeowner's Association. All required infrastructure has been completed and cleared for use, therefore no performance bond is required.

As this plat will be a re-plat of a portion of the Lake Lucerne Phase One Subdivision, a plat vacation following the requirements contained in Chapter 177.101 of Florida Statutes is necessary. The applicant has performed the advertising required for this action.

CONSISTENCY WITH FUTURE LAND USE AND ZONING:

The proposed subdivision is consistent with the Residential-Low Density Future Land Use on the property and with Planned Unit Development Ordinance O-17-58.

UTILITIES:

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 2. There is adequate capacity in these systems to serve this subdivision. In addition to water and sewer utilities, a reuse distribution system has been constructed within the development.

FINANCIAL IMPACT:

Using an estimated value of \$225,000 per lot upon development, this project will have an estimated taxable value of \$14 million ($\$225,000 - \$50,000 \times 80$), and will generate approximately \$95,100 per year in City ad valorem revenues at the current FY 2019 millage rate of 6.79. Additional revenue will be received through the provision of City services and taxes on utilities.

SUMMARY:

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

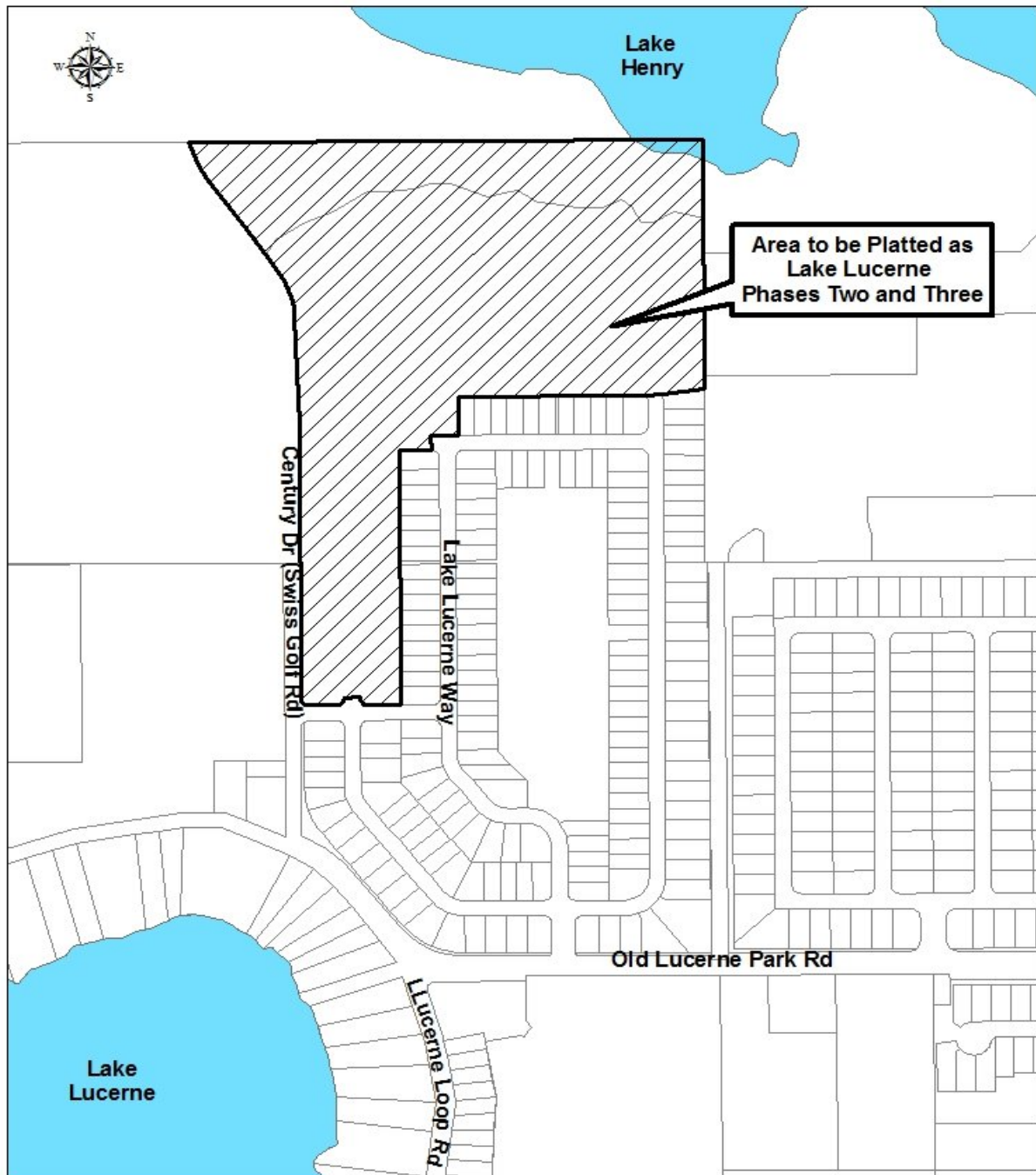
RECOMMENDATION:

Staff recommends the City Commission approve Resolution R-19-19.

ATTACHMENTS:

Location Map
Resolution R-19-19

Location Map





RESOLUTION R-19-19

A RESOLUTION VACATING A PORTION OF THE PLAT KNOWN AS "LAKE LUCERNE PHASE ONE" AS RECORDED IN PLAT BOOK 165, PAGES 46 THROUGH 51 ALL LYING IN WINTER HAVEN, POLK COUNTY, FLORIDA; AND APPROVING THAT CERTAIN PLAT ENTITLED "LAKE LUCERNE PHASES TWO AND THREE" FOR FILING AND ACCEPTANCE OF DEDICATIONS IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS, ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located east of Swiss Golf Road and north of Old Lucerne Park Road.)

WHEREAS, KB Home Orlando, LLC, the owner of the below described lands has submitted that certain plat entitled “Lake Lucerne Phases Two and Three” for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

WHEREAS, in connection with the submission of that certain Plat entitled “Lake Lucerne Phases Two and Three” KB Home Orlando, LLC, the owner of the below described lands has also petitioned for the vacation, closing, and abandonment of portions of the Plat of “Lake Lucerne Phase One” as recorded in Plat Book 165, Pages 46 through 51 of the Public Records of Polk County, Florida, lying in Winter Haven, Florida within the proposed Plat of “Lake Lucerne Phases Two and Three; and

WHEREAS, KB Home Orlando, LLC, has complied with all requirements set forth in §177.101 of the Florida Statutes and §21-397 of the Winter Haven Code of Ordinances regarding the vacation, closing, and abandonment of portions of the Plat of "Lake Lucerne Phase One" contained within the Plat of "Lake Lucerne Phases Two and Three" being accepted herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. That Tract FD-1 lying in Section 35, Township 27 South, Range 26 East, and in Section 2, Township 28 South, Range 26 East of the plat known as "Lake Lucerne Phase One" as recorded in Plat Book 165, Pages 46 through 51 lying in Winter Haven, Polk County, Florida, as described by Exhibit "A" attached hereto and

made a part hereof, is hereby vacated, closed, and abandoned, returning the subject property into acreage.

2. That certain plat entitled "Lake Lucerne Phases Two and Three" and showing the following described property, to wit: See Exhibits "B" and "C" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 24th day of June, 2019. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes as more specifically set forth in paragraph 3 of this Resolution.

3. The City of Winter Haven accepts the streets and road rights-of-way within this subdivision and the utility systems for the subject lands including but not limited to, water, reuse, and wastewater systems as may be constructed and noted on the plat, since same have passed all required tests, all required certifications have been obtained, and the streets and road rights-of way and utility systems and related infrastructure are fully operational pursuant to City standards.

4. The City is not accepting the stormwater drainage systems and related infrastructure notated on the plat and that is within this subdivision as that will remain the responsibility of the Lake Lucerne Homeowner's Association and/or fee-simple owners of record.

5. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 24th day of June, 2019.

CITY OF WINTER HAVEN

Mayor-Commissioner

ATTEST:

CITY CLERK

Approved as to form:

City Attorney

Exhibit "A"

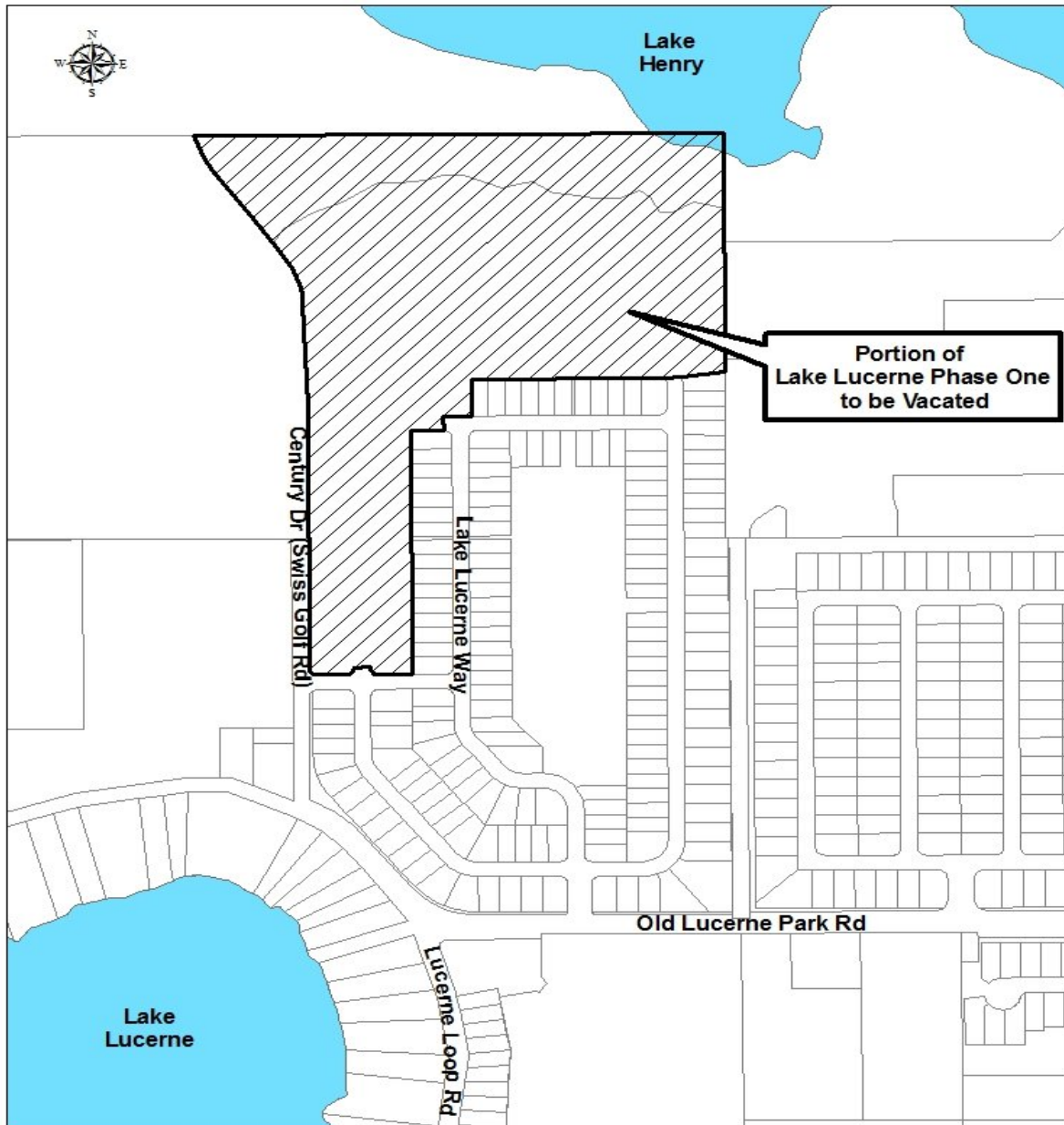
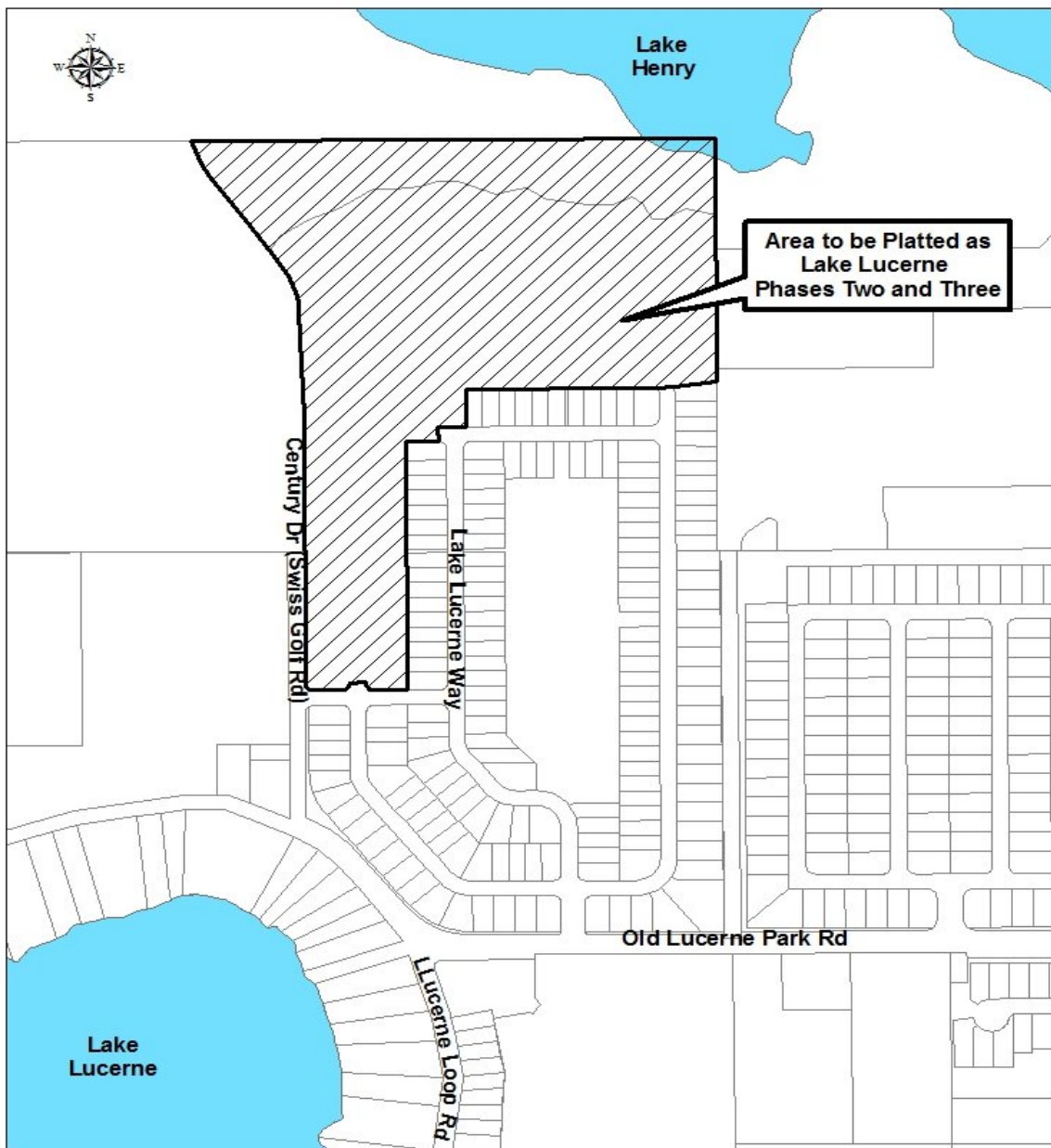


Exhibit "B"



SHEET 1 OF 3

PLAT BOOK ____ PAGE

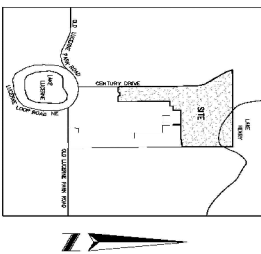
Being more particularly described as follows:

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- [illegible]

[illegible]

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ALLEN & COMPANY
FIREARM & SPORTS MEDICINE

VICINITY MAP (not to scale)

NOTICE: THIS PLAN AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER DOCUMENT OR INSTRUMENT OF RECORD. THERE MAY BE DISCREPANCIES BETWEEN THIS PLAN AND THE ORIGINAL RECORD.

SHEET INDEX
SHEET 1 OF 3 - LEGAL DESCRIPTION, DEDICATION,
LEGEND & NOTES
SHEET 2-3 OF 3 - BOUNDARY INFORMATION, CENTERLINE
NOTES & DISTANCE

DEDICATION
KNOW ALL MEN BY THESE PRESENTS that the undersigned ha[s] the honor

[illegible]

In witness whereof K9 Home Orlando LLC, a Delaware limited liability company, has caused these pretexts to be signed by the officer named below on 20 _____, 20____.

By _____ Title: Director of Land Development
Printed Name: Stephen McCormick
Signed and sealed in the presence of _____

Signature of witness _____

Signature of witness _____

Printed Name of witness: _____
 COUNTY OF _____

Printed Name of witness: _____
 COUNTY OF _____

ACKNOWLEDGMENT

STATE OF _____

The foregoing Dedication was acknowledged before me this _____ day of _____ 20____ by _____ the _____ of KB Home Orlando LLC, a Delaware limited liability company on behalf of the company.

He is (personally known to me) or (has produced _____ as identification).

NOTARY PUBLIC _____

My Commission Expires: _____
Commission No.: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a licenced and registered land surveyor does hereby certify that on _____ 20____ a survey was completed of the lands as shown in the foregoing plat. That said plat is a correct representation of the lands therein described and that said survey and plat were prepared under the responsibility of the undersigned.

correction and supervision at the undersigned; that said plot complies with survey requirements of Chapter 177, Florida Statutes; and that said land is located in Section 35, Township 27, South, Range 25 East and in Section 2, Township 28, South, Range 25 East, Polk County, Florida.

By _____,
JAMES L. ROMAN, P.S.M. 5613 Allen
& Company
Licensed Business # 6723

Date _____,

16 East Plant Street
Winter Garden, Florida 34787

CERTIFICATE OF APPROVAL CITY SURVEYOR

UPON A REVIEW: This plot conforms to the requirements of Chapter 177,
Florida Statutes relating to the meeting of maps and plots.

City Surveyor Date: _____

Print Name: _____ Registration No.: _____
Florida Professional Surgeon and Vascular, (employed by) (under contract to),
City of Winter Haven, Florida.

ENGINEERING SERVICES DIVISION APPROVAL

THIS IS TO CERTIFY, that on _____ the foregoing plot
 was approved by the City of Winter Haven Engineering Services Division.

Engineering Services Division Director _____

CERTIFICATE OF APPROVAL
CITY OF WINTER HAVEN PLANNING DIVISION

THIS IS TO CERTIFY, that on _____ the foregoing plot was approved by the City of Winter Haven Planning Division.

CERTIFICATE OF APPROVAL
CITY OF WINTER HAVEN COMMISSION

THIS IS TO CERTIFY, that on _____ the foregoing plat
was approved by the City of Winter Haven Commission.
Mayor _____,

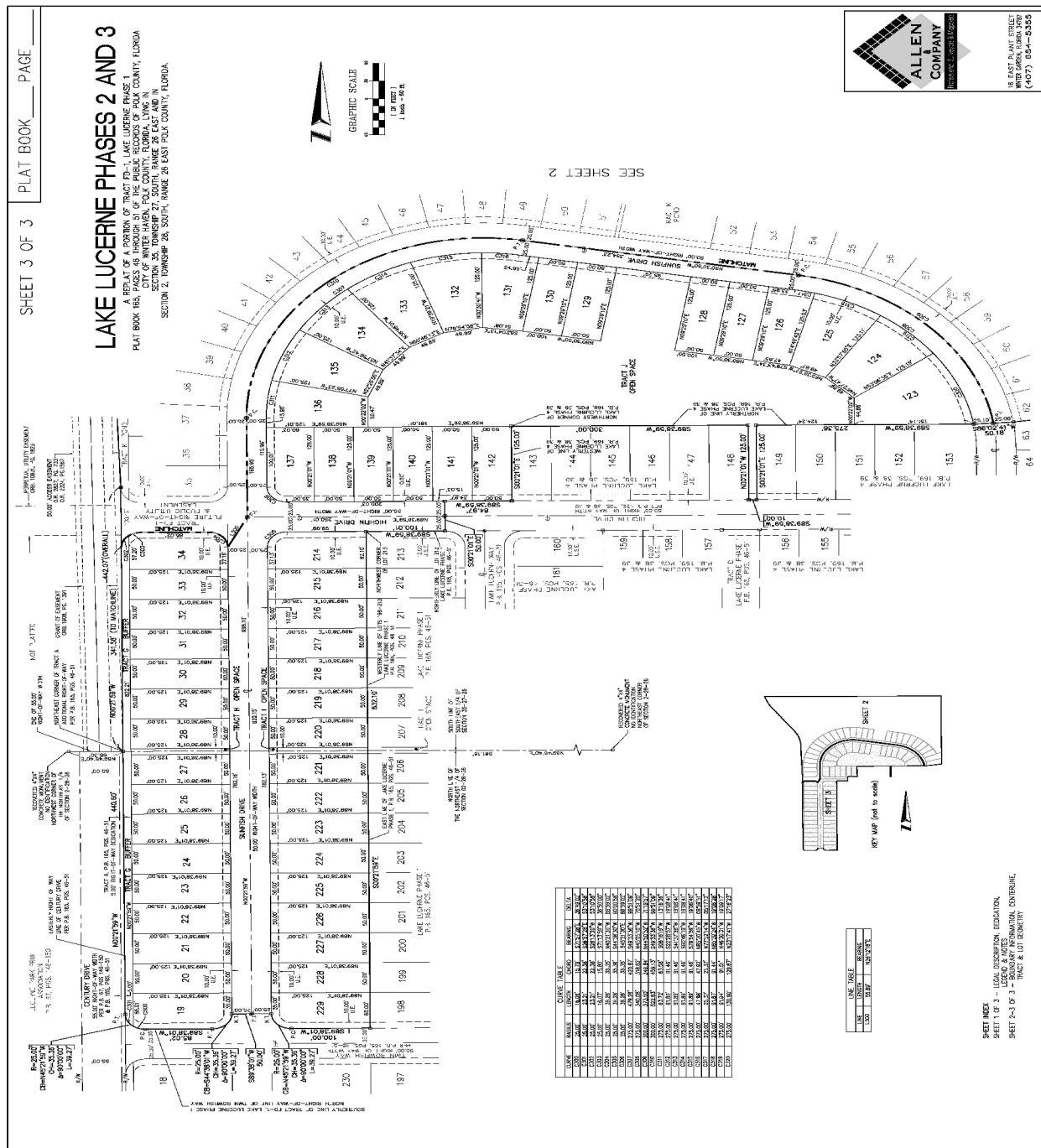
CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes.

City Clerk _____

Filed for record on: _____ at _____
File No. _____





CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 24, 2019

DATE: June 5, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Growth Management Director

FROM: Sean Byers, Principal Planner

SUBJECT: **Ordinance O-19-25:** Request by Winterset Realty, LLC and Aachener Services Company, LLC to amend the Future Land Use on four (4) parcels from Traditional Neighborhood Area Future Land Use to Commercial Future Land Use. **General Location:** 610 and 611 Avenue N, SE. The area covered by these requests is 0.55± acres; and

Ordinance O-19-26: Request by Winterset Realty, LLC and Aachener Services Company, LLC to rezone four (4) parcels from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. **General Location:** 610 and 611 Avenue N, SE. The area covered by these requests is 0.55± acres.

BACKGROUND:

Winterset Realty, LLC and Aachener Services Company, LLC, petitioners, request the City amend the Future Land Use on four (4) parcels from Traditional Neighborhood Area Future Land Use to Commercial Future Land Use, and to rezone the same parcels from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. The subject properties are located at 610 and 611 Avenue N, SE and consist of two single-family residences on 0.55 acres.

The petitioners propose to raze the existing homes and develop the properties with additional parking for the adjacent medical office located on the corner of Sixth Street, SE and Avenue N, SE. To comply with the City's off-street parking requirements, pavement used for the new parking lots will be pervious. As this portion of Avenue N, SE is a dead-end street, no traffic entering or exiting the new parking lots will be able to travel through the adjacent residential neighborhoods located to the east.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Economic Opportunity (DEO) is not required. The City is permitted to adopt up to 80 acres of small-scale amendments annually. Prior to this request, 10.57 acres of small-scale Future Land Use amendments have been adopted in 2019.

SURROUNDING USES:

Immediate uses surrounding the subject properties include single-family residential to the north, east, and south, and a medical office and seven multi-family residential units to the west. Overall, the Sixth Street, SE neighborhood can be described as predominately single-family residential with pockets of offices, service businesses, institutional uses, and multi-family residential located along Sixth Street, SE.

PUBLIC INFRASTRUCTURE:

Amending the Future Land Use from Traditional Neighborhood Area to Commercial may result in a slight increase in demands on public utilities and the local roadway network should the properties be redeveloped to their maximum potential of 9,583 square feet (0.55 acres x 0.4 FAR) of commercial space. The petitioners proposed use of the properties for surface parking will result in minimal demands for potable water (irrigation only), no demands on the sanitary sewer system, and a slight increase in peak-hour trips to Sixth Street, SE. A review of the supporting infrastructure found sufficient capacity to accommodate both proposed and maximum possible development of the properties.

COMPREHENSIVE PLAN:

The current Future Land Use of the subject properties is Traditional Neighborhood Area. The requested Commercial Future Land Use is consistent with the Commercial Future Land Use assigned to the parcels located to the west and southwest.

UNIFIED LAND DEVELOPMENT CODE:

The requested MX zoning is consistent with the requested Commercial Future Land Use and with the MX zoning assigned to adjacent parcels along Sixth Street, SE. Lot and building standards for the requested MX zoning district are attached.

NOTIFICATION:

All public notification requirements for these requests were met.

CONCLUSION:

In reviewing the petitioners' requests, the following conclusions have been reached:

- MX zoning serves as a transitional zoning district in which both residential uses and commercial uses are permitted. When viewed as a whole, the Sixth Street, SE corridor contains a mixture of uses including single-family residential, multi-family residential, offices, small-scale retail, and institutional. Assigning MX to the petitioners' parcels reinforces this existing development pattern without significantly encroaching into the adjacent neighborhood.
- At some point in the past, Avenue N, SE was blocked and no longer functions as a through street. The location where the street is blocked serves as a logical division between the

mixed use nature of the Sixth Street, SE corridor and the stable single-family neighborhoods located to the east.

- While developing the subject parcels with surface parking lots is not the most desired long-term use of the property, the proposed parking can be designed and constructed in a low impact manner for the immediate needs of the adjacent medical office.

FINANCIAL IMPACT:

There is no financial impact to the City with these requests; however, future development of the property may lead to increased ad valorem and utility revenues in the future.

PLANNING COMMISSION RECOMMENDATION:

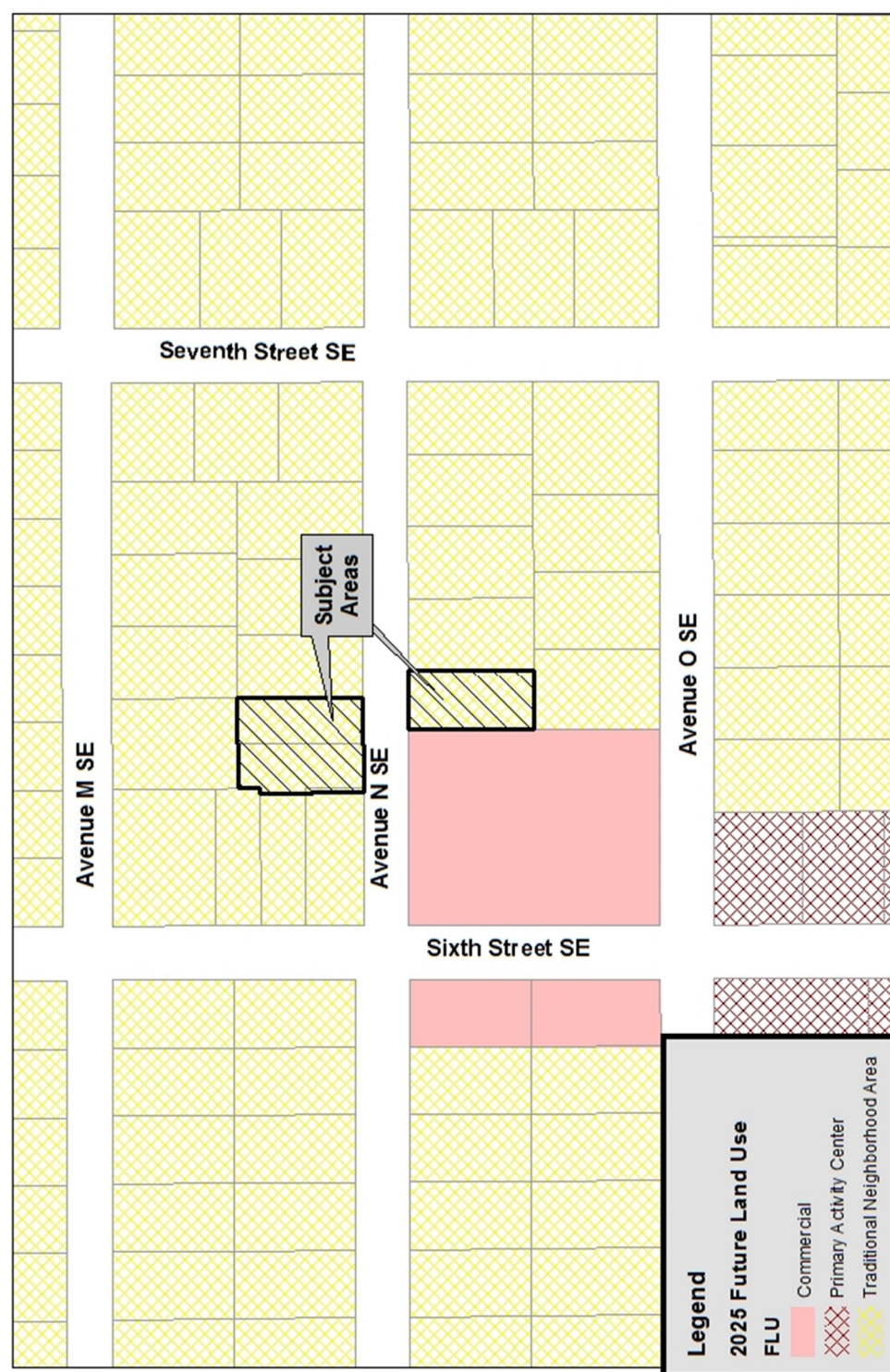
The Planning Commission, at its June 4, 2019 regular meeting, unanimously voted to recommend approval of these requests. There were two public comments relating to an existing wall on the subject property and concerns Avenue N, SE will be reconnected.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinances O-19-25 and O-19-26.

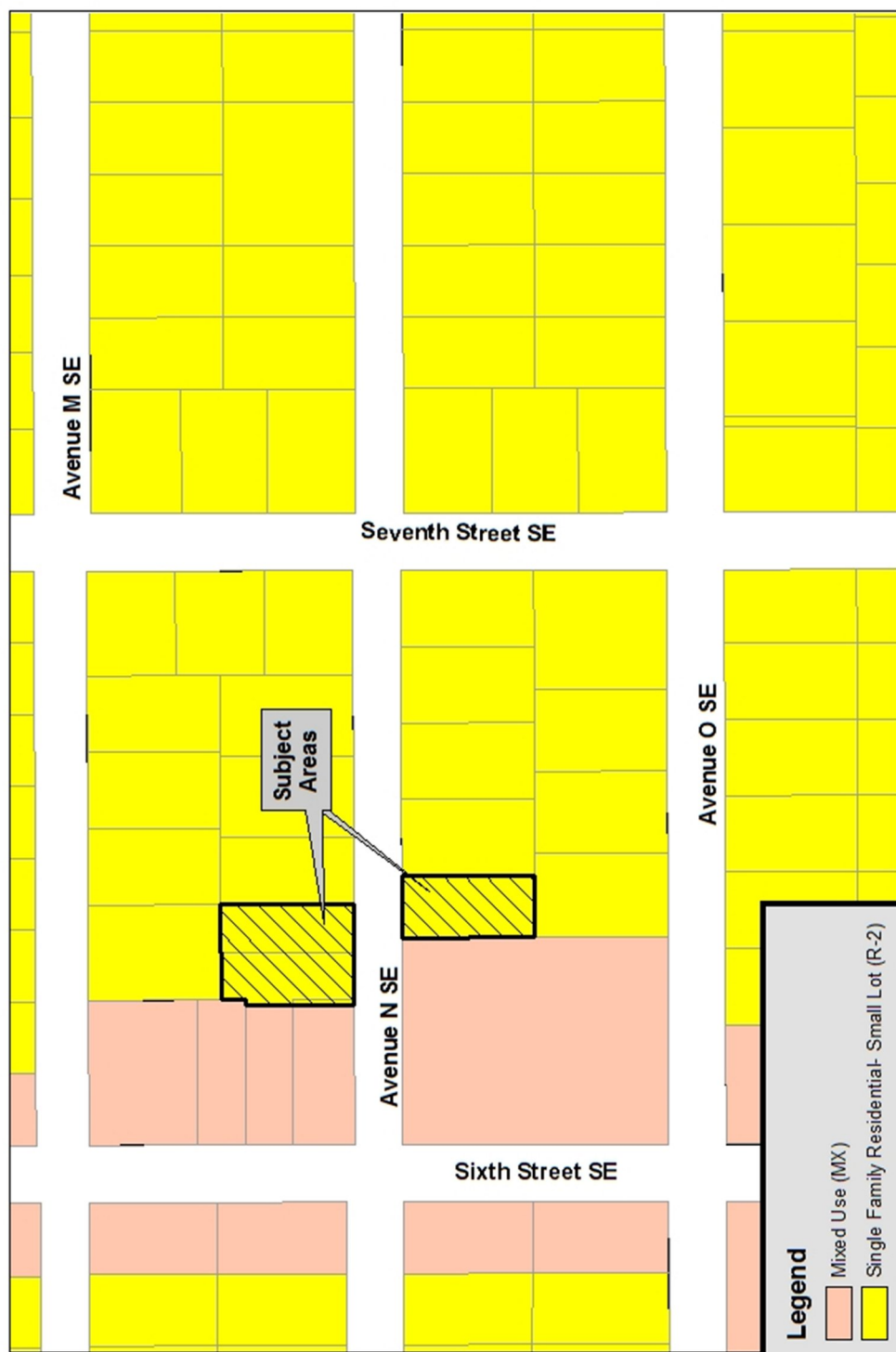
ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
MX Lot and Building Standards
Ordinance O-19-25 (Future Land Use)
Ordinance O-19-26 (Zoning)

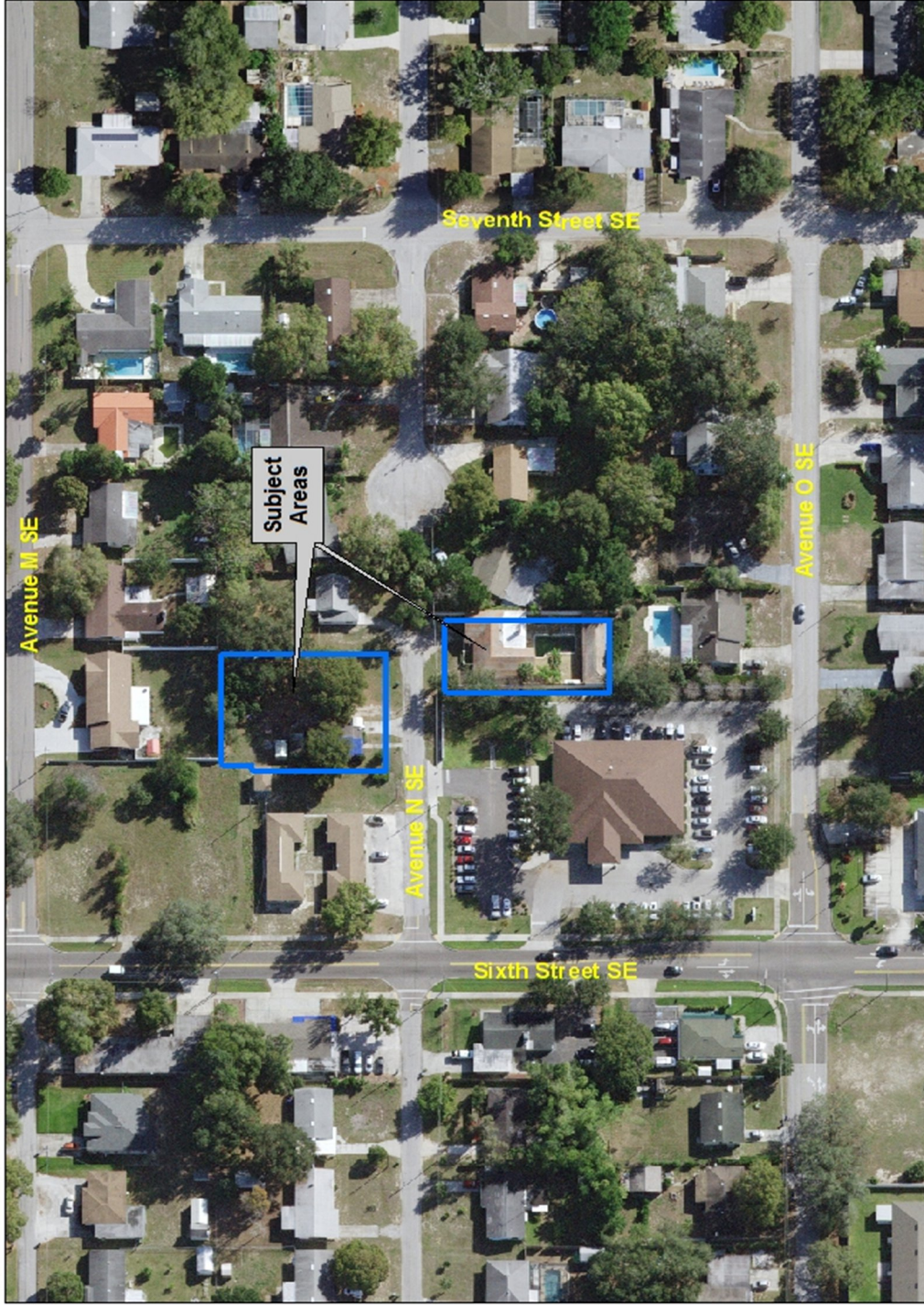


The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.





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ORDINANCE NO. O-19-25

AN ORDINANCE AMENDING ORDINANCE 11-03, THE 2025 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON FOUR PARCELS FROM TRADITIONAL NEIGHBORHOOD AREA TO COMMERCIAL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 610 and 611 Avenue N, SE. The area covered by these requests is 0.55± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by revising that area as shown on Exhibit "A" from "Traditional Neighborhood Area" Future Land Use to "Commercial" Future Land Use as classified by the City of Winter Haven's Future Land Use Element.
2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission.
3. All ordinances in conflict herewith are hereby repealed.
4. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Economic Opportunity or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by

adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Economic Opportunity, Division of Community Planning and Development, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 24th day of June, 2019.

PASSED on second reading this _____ day of _____, 2019.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

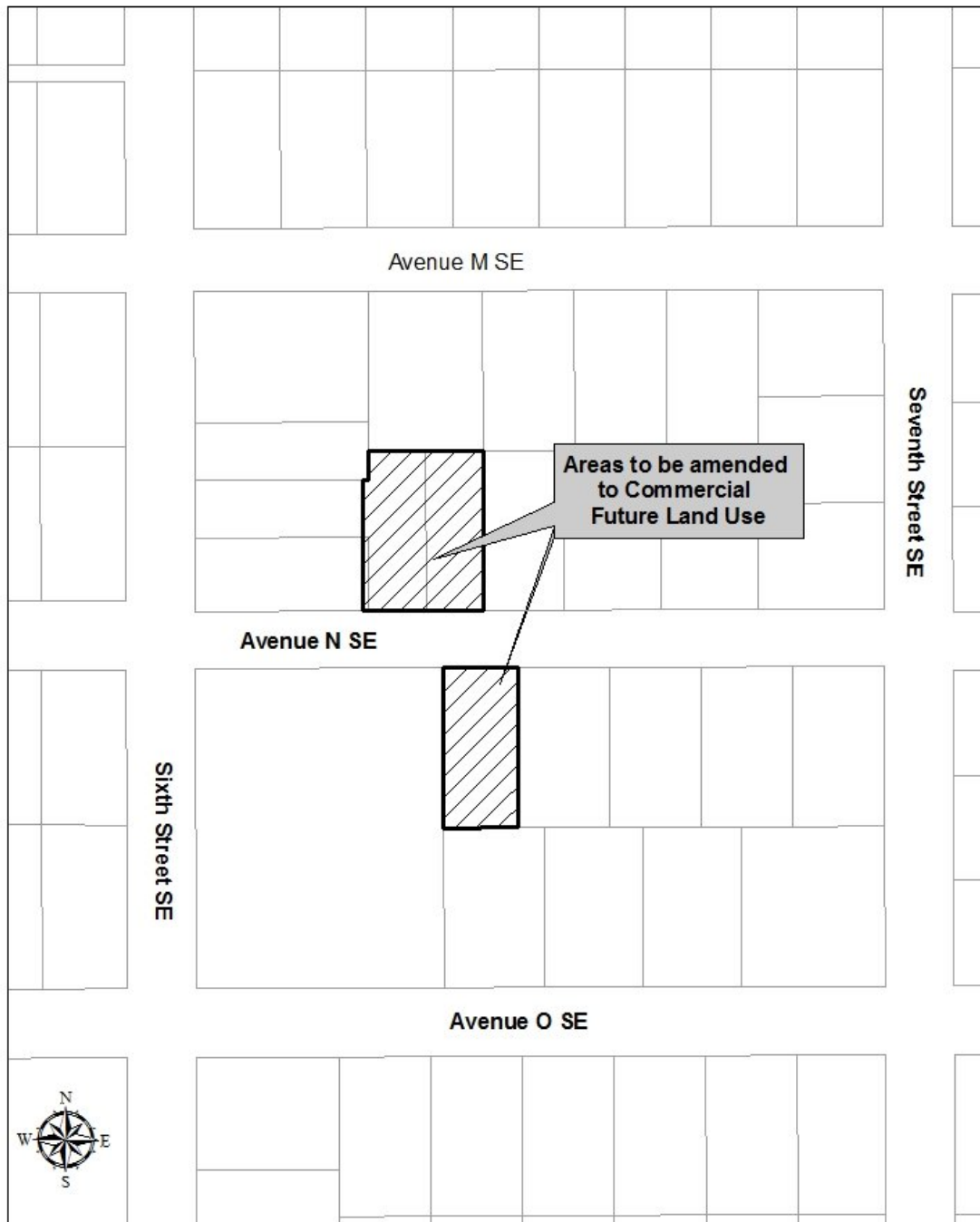
ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Exhibit "A"



Sec. 21-42. MX, Mixed Use

- (a) The purpose of the MX, Mixed Use zoning district is to provide areas for a mixture of low intensity commercial uses and moderate density residential uses. Ideally, MX will be mapped as a transitional district between those areas which are predominately residential in character and those areas which are predominately commercial in character.

- (b) Land Use classifications.

The MX zoning district may be assigned to properties designated as Primary Activity Center, Regional Activity Center, Neighborhood Activity Center, and Commercial on the City's Future Land Use Map.

Specific permitted uses, accessory uses, special uses, and conditional uses for the MX zoning district are contained in Table 21-32(a) of this Code.

- (c) Permitted Development Intensity.

1. Permitted development densities for residential uses shall be a minimum of 5 dwelling units per acre up to a maximum of 15 dwelling units per acre within areas mapped as Primary Activity Center, Regional Activity Center, and Neighborhood Activity Center on the Future Land Use Map and a maximum of 7 dwelling units per acre within areas mapped as Commercial on the Future Land Use Map.
2. The maximum Floor Area Ratio for commercial uses shall be as set forth in Table 21-42A.

Table 21-42A, Maximum Commercial Floor Area Ratios	
Inside Central Urban Core	Maximum 1.5
Inside Regional Activity Center or Neighborhood Activity Center	0 to 3.0 acres: Maximum 0.75
	Greater than 3.0 acres: 0.50
All other Areas	Maximum 0.25

3. Permitted development densities/intensities for parcels developed with commercial and residential uses shall be as set forth in Table 21-42B.

Table 21-42B, Mixed Use Development Intensities	
<i>Maximum Residential Density</i>	<i>Maximum Commercial Square Footage</i>
0.0 to 5.0 units per gross acre	100% of Permitted Floor Area Ratio
5.01 to 7.5 units per gross acre	80% of Permitted Floor Area Ratio
7.51 to 10.0 units per gross acre	60% of Permitted Floor Area Ratio
10.01 to 12.5 units per gross acre	40% of Permitted Floor Area Ratio
12.51 to 14.0 units per gross acre	20% of Permitted Floor Area Ratio

(d) Building form standards:

All development within the MX zoning district shall follow the building form standards as set forth in Table 21-42C.

Table 21-42C, MX Zoning District Development Standards				
Lot & Building Standard		Requirement		
Lot or Parcel Area	ExistingParcels Created on or before May 22, 2017- Minimum 5,000 square feet			
	Single-family Parcels Created after May 22, 2017- Minimum 6,000 square feet			
	Multi-family or Commercial Parcels Created after May 22, 2017- Minimum 7,500 square feet			
Lot or Parcel Width	Residential- Minimum 50 feet			
	Non-residential- Minimum 60 feet			
Living Area for Residential Units	Attached and Mixed Use: Minimum 400 square feet			
	Detached: Minimum 750 square feet			
	Accessory Residential Unit: 225 square feet			
Front Building Setback	Minimum	Local Street: 15 feet		
		Collector Street: 20 feet		
		Arterial Street: 25 feet		
	Maximum	Single-family or Multi-family Residential Building: 25 feet		
		Commercial or Mixed Use Building	Local Street: 45 feet	
			or Arterial Street: 65 feetArterial Street: 75 feet	
Side Building Setback	Minimum 8 feet with reductions permitted to 3 feet for up to 33% of the side building elevation.			
	Accessory Residential Unit- Minimum 3 feet			
Street Side Building Setback	Minimum	Local Street: 10 feet		
		Collector Street: 15 feet		
		Arterial Street: 25 feet		
	Maximum	Local Street: 30 feet		
		Collector Street: 55 feet		
Arterial Street: 55 feet				
Rear Building Setback	Single-family Residential	Minimum 20 feet		
	Accessory Residential Unit	Minimum 5 feet		
	Multi-family, Commercial, or Mixed Use	From interior lot line- Minimum 15 feet		
		From alley	New Construction- Minimum 50 feet	
			Existing Construction- Minimum 15 feet	
Building Height (Above Finished Grade)	Local Street: Maximum 3 Floors up to 42 feet			
	Collector Street or Arterial Street: Maximum 4 Floors up to 56 feet			
Impervious Surface Area	Non-waterfront Parcels		Maximum 80%	
	Waterfront Parcels		Maximum 60%	

(e) Other requirements.

1. See Article III of this Code for landscaping, parking, site access, stormwater, and utility connection requirements.
2. Where the required building setback is less than the required landscape buffer width, the landscape buffer may be reduced to the width of the minimum building setback for that portion of the buffer adjacent to the building.
3. Any new development or redevelopment that consists of an expansion of more than 10% in a building's leasable square footage or seating capacity, or a change in use from one general use category in Table 21-32a to another general use category in Table 21-32a shall require the review and approval of a site plan as set forth by the City's site plan review procedures contained in Article VII of this Code.
4. Any development creating 3 or more lots of record shall require a subdivision plat meeting the standards found in Article III of this Code.

(f) Pre-existing development.

1. Any building permitted on or prior to July 10, 2017, shall be considered a legal conforming structure if the minimum front, side, and rear setbacks for the building are met. Existing construction shall not be subject to the maximum setback requirements contained in Table 21-42C.

(g) Special parking provisions.

To facilitate redevelopment of older, urban-scale lots found in the City's Central Urban Core, as delineated on the adopted Future Land Use Map, the following special parking provisions shall be applied to parcels located within the Central Urban Core:

1. Reduced parking space and drive aisle dimensions.

The minimum size of standard parking spaces may be reduced to 9 feet wide by 18 feet deep with minimum 18-foot wide, 2-way, or minimum 10-foot wide, 1-way drive aisles under the following circumstances:

- a. The parcel width is less than 75 feet
- b. The parcel area is less than 7,500 square feet

2. On-street parking.

Where on-street parking currently exists within 350 feet, the amount of required on-site parking may be reduced by 20%.

3. Parking in rear.

Where a parcel abuts a paved alley, placement of required on-site parking is required to be placed within the rear yard area. Access to the parking area should be from the alley; however, secondary access from the street may be permitted.

(h) Special landscaping requirements.

To facilitate redevelopment of older, urban-scale lots found in the City's Central Urban Core, as delineated on the adopted Future Land Use Map, the following special landscaping provisions shall be applied to those uses required to provide landscaping within the Central Urban Core:

1. For parcels less than 10,000 square feet in area or less than 75 feet in width, all buffer yards required by Article III, Division 7 of this Code may be reduced to a minimum width of 5 feet to facilitate placement of buildings, stormwater retention, and off-street parking.
2. For parcels less than 7,500 square feet in area or less than 60 feet in width, all buffer yards required by Article III, Division 7 of this Code may be reduced to facilitate placement of buildings, stormwater retention, and off-street parking as follows:
 - a. The front yard buffer yard may be reduced to a minimum width of 3 feet along with elimination of the requirement to plant over-story trees.
 - b. The side buffer yard may be reduced to a minimum width of 3 feet along with elimination of the requirement to install plantings provided a minimum 6-foot opaque fence is installed. The requirement for the fence shall not extend forward of the front building line of the principal structure.

(i) Special sign requirements.

Due to the unique nature of the MX zoning district, where residential and commercial uses may be located within close proximity of each other, the following special sign requirements shall apply to all properties fronting a local street:

1. Permitted Signage. All permanent signs shall either be wall signs or ground signs consisting of monument type signs.
2. Sign Height and Setbacks. Monument signs shall have a maximum permitted height of 8 feet and shall be setback a minimum of 3 feet from any property line or public sidewalk located outside of the right-of-way.
3. Sign Area. The maximum sign area for individual parcels shall be as indicated in the table below. Signage may be distributed between the front and side street elevations of the parcel only. Signs located on the interior side and rear elevations shall not be permitted; however, businesses with rear access from an alley may be permitted an additional identification sign not to exceed 16 square feet in area and 6 feet in height.

Sign Type	Formula	Maximum Permitted Signage
Wall	1.25 sf / linear foot of building frontage	75 square feet
Monument	0.5 sf / linear foot of lot frontage	64 square feet

4. Electronic Message Center Signs. The use of electronic message centers for the display of changeable copy may be permitted. Messages displayed by the electronic message center shall change no more frequently than once every 20 seconds. The electronic message center shall not exceed 25 percent of the copy area of the sign structure in which it is installed; however, in no case shall an electronic message center sign exceed 16 square feet in area. No electronic message center shall be permitted unless it is part of another legally approved sign structure. No electronic message center sign shall operate between the hours of 8:00 pm (9:00 pm during daylight savings time) and 8:00 am.

5. Portable Signs. Except for a single sandwich board/easel/A-frame type sign up to 8 square feet in area, the use of portable ground signs, including commercial and decorative flags and balloons, shall not be permitted. Portable sandwich board/easel/A-frame signs shall be removed from the front yard area of the parcel at the conclusion of business each day. No permit is required for the sandwich board/easel/A-frame type sign.

The use of a building-mounted grand opening or special event banner shall be permitted provided the size of the banner does not exceed 32 square feet and is not displayed for a period greater than 60 days. A permit for these types of banners may be issued up to twice per calendar year.

All other provisions from the City's sign requirements contained in Article IV of this Code, which are not in conflict with these special requirements, shall apply.

- (j) The Development Special Magistrate is authorized to hear requests to vary building form standards contained in Table 21-42C and criteria relating to parking reductions contained in Section 21-42(g). In addition to the criteria contained in Article VII of this Code for the granting of variances, the Development Special Magistrate may take into consideration impacts of the location of a building in meeting the requirements contained in Table 21-42C on adjoining properties.

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 24, 2019

DATE: June 5, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Growth Management Director

FROM: Sean Byers, Principal Planner

SUBJECT: **Ordinance O-19-25:** Request by Winterset Realty, LLC and Aachener Services Company, LLC to amend the Future Land Use on four (4) parcels from Traditional Neighborhood Area Future Land Use to Commercial Future Land Use. **General Location:** 610 and 611 Avenue N, SE. The area covered by these requests is 0.55± acres; and

Ordinance O-19-26: Request by Winterset Realty, LLC and Aachener Services Company, LLC to rezone four (4) parcels from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. **General Location:** 610 and 611 Avenue N, SE. The area covered by these requests is 0.55± acres.

BACKGROUND:

Winterset Realty, LLC and Aachener Services Company, LLC, petitioners, request the City amend the Future Land Use on four (4) parcels from Traditional Neighborhood Area Future Land Use to Commercial Future Land Use, and to rezone the same parcels from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district. The subject properties are located at 610 and 611 Avenue N, SE and consist of two single-family residences on 0.55 acres.

The petitioners propose to raze the existing homes and develop the properties with additional parking for the adjacent medical office located on the corner of Sixth Street, SE and Avenue N, SE. To comply with the City's off-street parking requirements, pavement used for the new parking lots will be pervious. As this portion of Avenue N, SE is a dead-end street, no traffic entering or exiting the new parking lots will be able to travel through the adjacent residential neighborhoods located to the east.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Economic Opportunity (DEO) is not required. The City is permitted to adopt up to 80 acres of small-scale amendments annually. Prior to this request, 10.57 acres of small-scale Future Land Use amendments have been adopted in 2019.

SURROUNDING USES:

Immediate uses surrounding the subject properties include single-family residential to the north, east, and south, and a medical office and seven multi-family residential units to the west. Overall, the Sixth Street, SE neighborhood can be described as predominately single-family residential with pockets of offices, service businesses, institutional uses, and multi-family residential located along Sixth Street, SE.

PUBLIC INFRASTRUCTURE:

Amending the Future Land Use from Traditional Neighborhood Area to Commercial may result in a slight increase in demands on public utilities and the local roadway network should the properties be redeveloped to their maximum potential of 9,583 square feet (0.55 acres x 0.4 FAR) of commercial space. The petitioners proposed use of the properties for surface parking will result in minimal demands for potable water (irrigation only), no demands on the sanitary sewer system, and a slight increase in peak-hour trips to Sixth Street, SE. A review of the supporting infrastructure found sufficient capacity to accommodate both proposed and maximum possible development of the properties.

COMPREHENSIVE PLAN:

The current Future Land Use of the subject properties is Traditional Neighborhood Area. The requested Commercial Future Land Use is consistent with the Commercial Future Land Use assigned to the parcels located to the west and southwest.

UNIFIED LAND DEVELOPMENT CODE:

The requested MX zoning is consistent with the requested Commercial Future Land Use and with the MX zoning assigned to adjacent parcels along Sixth Street, SE. Lot and building standards for the requested MX zoning district are attached.

NOTIFICATION:

All public notification requirements for these requests were met.

CONCLUSION:

In reviewing the petitioners' requests, the following conclusions have been reached:

- MX zoning serves as a transitional zoning district in which both residential uses and commercial uses are permitted. When viewed as a whole, the Sixth Street, SE corridor contains a mixture of uses including single-family residential, multi-family residential, offices, small-scale retail, and institutional. Assigning MX to the petitioners' parcels reinforces this existing development pattern without significantly encroaching into the adjacent neighborhood.
- At some point in the past, Avenue N, SE was blocked and no longer functions as a through street. The location where the street is blocked serves as a logical division between the

mixed use nature of the Sixth Street, SE corridor and the stable single-family neighborhoods located to the east.

- While developing the subject parcels with surface parking lots is not the most desired long-term use of the property, the proposed parking can be designed and constructed in a low impact manner for the immediate needs of the adjacent medical office.

FINANCIAL IMPACT:

There is no financial impact to the City with these requests; however, future development of the property may lead to increased ad valorem and utility revenues in the future.

PLANNING COMMISSION RECOMMENDATION:

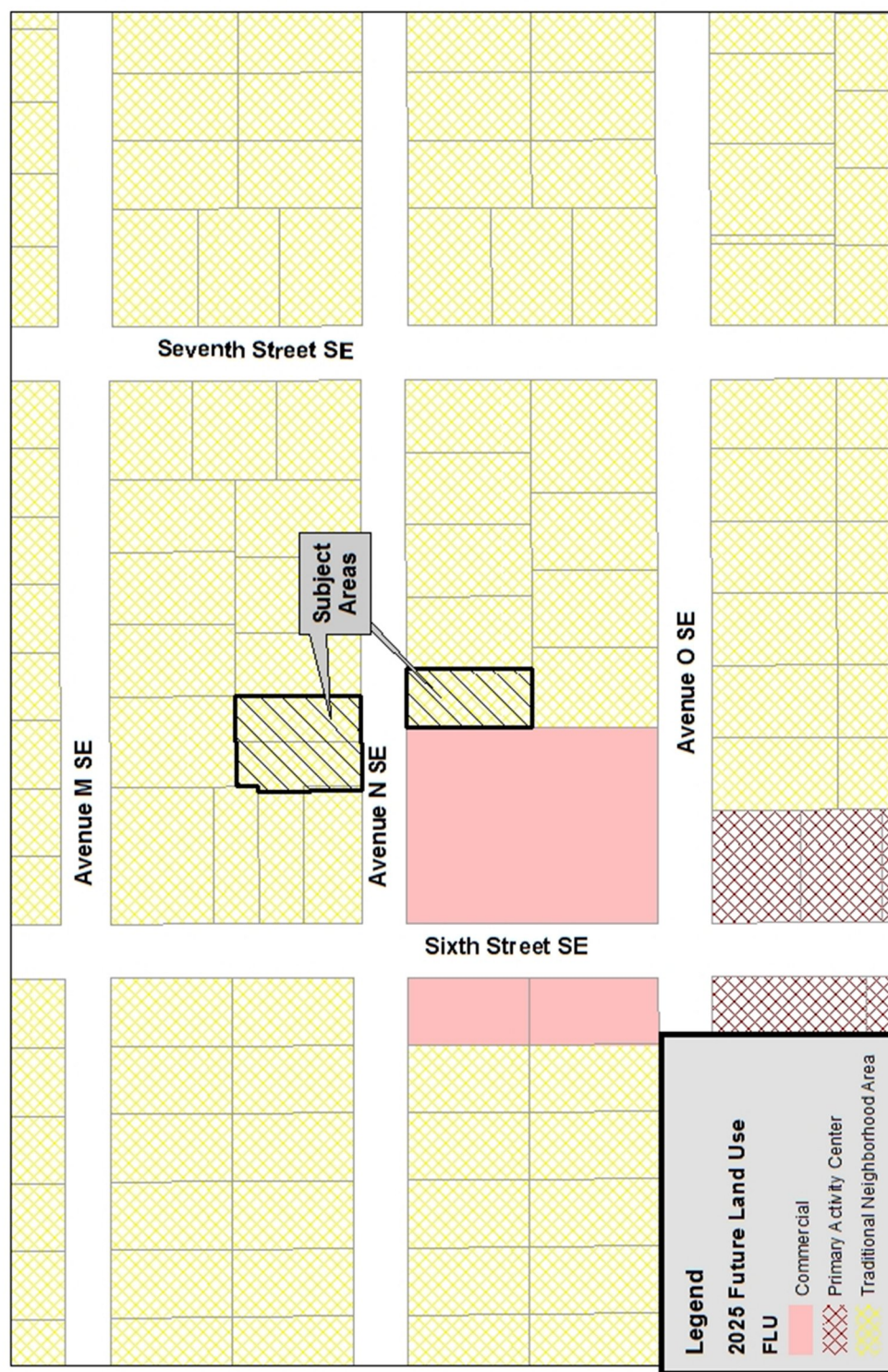
The Planning Commission, at its June 4, 2019 regular meeting, unanimously voted to recommend approval of these requests. There were two public comments relating to an existing wall on the subject property and concerns Avenue N, SE will be reconnected.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinances O-19-25 and O-19-26.

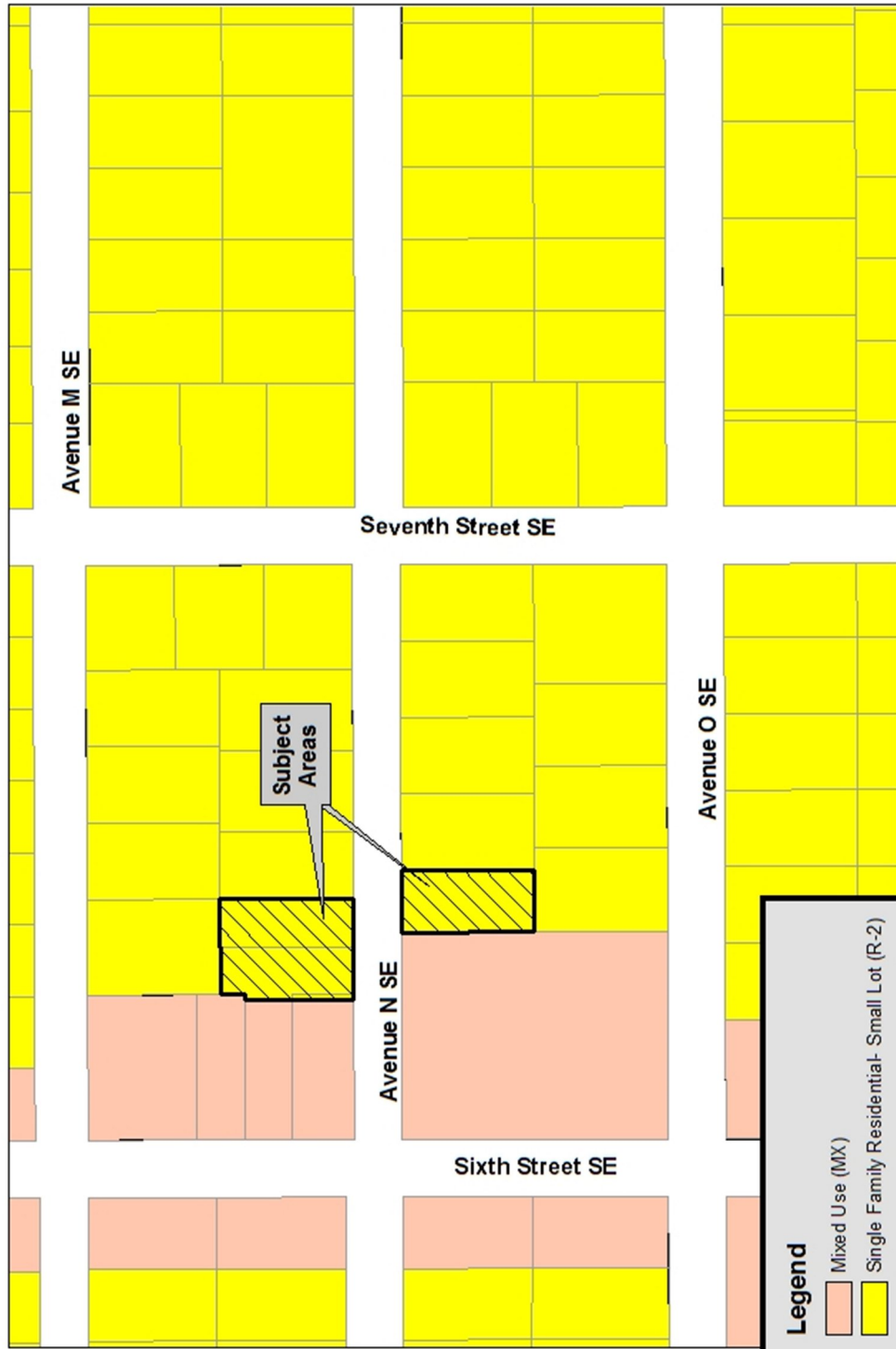
ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
MX Lot and Building Standards
Ordinance O-19-25 (Future Land Use)
Ordinance O-19-26 (Zoning)

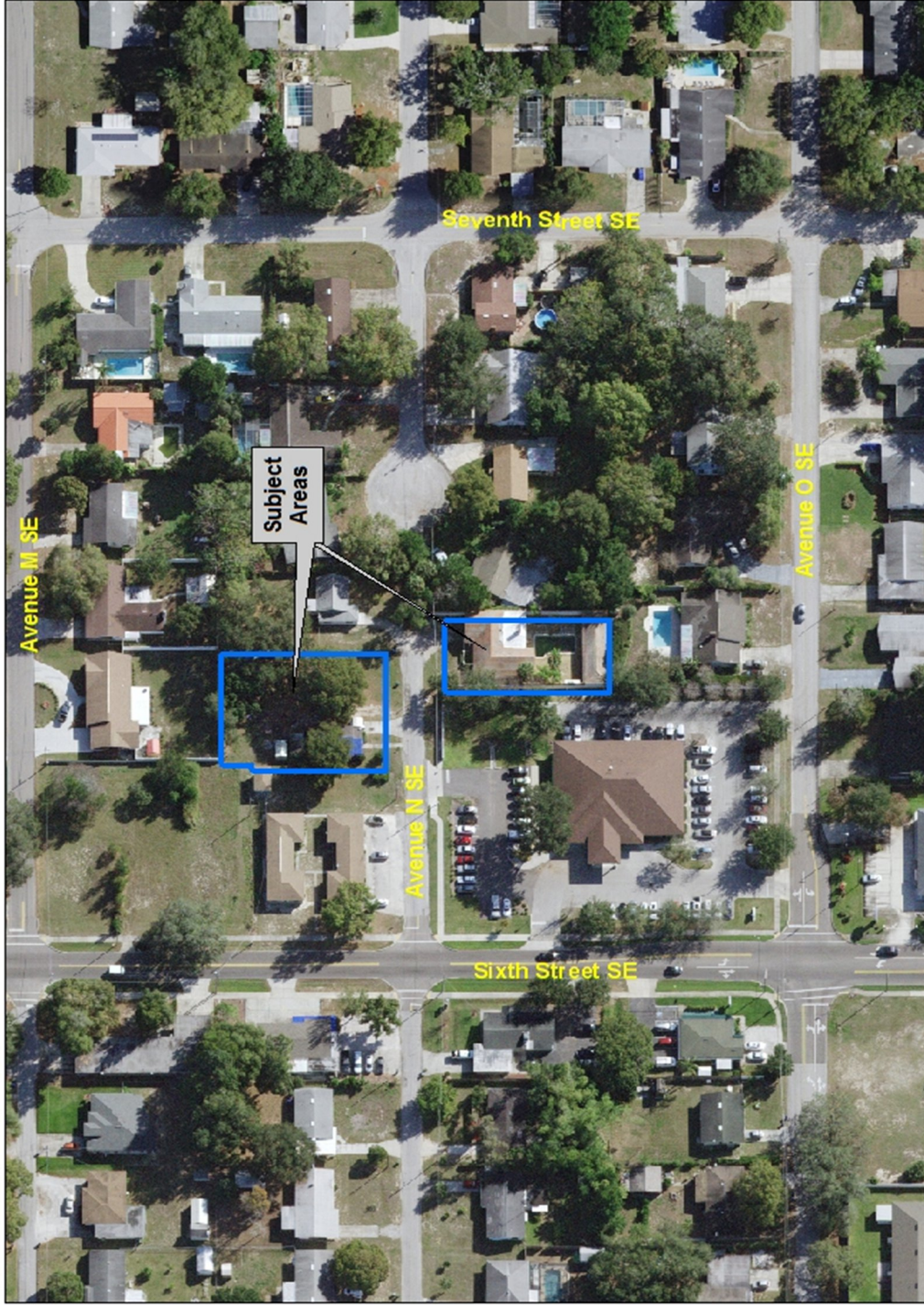


The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied or any uses of such data.





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ORDINANCE NO. O-19-26

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING FOUR PARCELS FROM SINGLE FAMILY RESIDENTIAL-SMALL LOT (R-2) ZONING DISTRICT TO MIXED USE (MX) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 610 and 611 Avenue N, SE. The area covered by these requests is 0.55± acres.)

WHEREAS, there has been a request to rezone the properties described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit "A" attached hereto and made a part of this ordinance, from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district.

2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

3. All ordinances in conflict herewith are hereby repealed.

4. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-19-25; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 24th day of June, 2019.

PASSED on second reading this _____ day of _____, 2019.

CITY OF WINTER HAVEN,
FLORIDA

MAYOR-COMMISSIONER

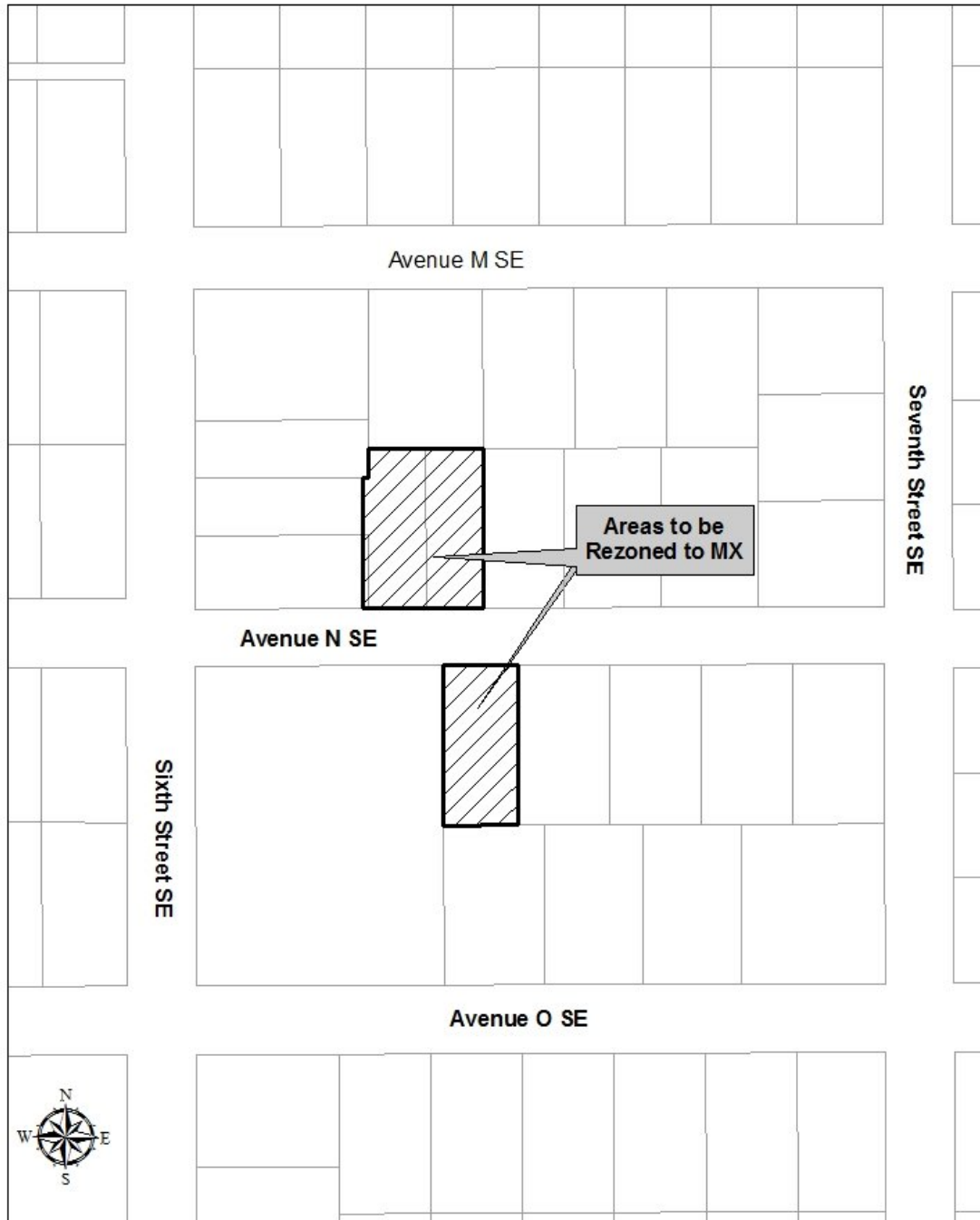
ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Exhibit "A"



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 24, 2019

DATE: June 13, 2019

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Travis Edwards, Parks, Recreation & Culture Department Director

FROM: Andy Palmer, Recreation Superintendent

SUBJECT: Assignment of an Architectural Feasibility Study and Conceptual Design Scope of Work for renovations at Winter Haven Recreational and Cultural Center to Straughn Trout Architects, LLC

BACKGROUND:

The 2015 Construction Fund has allocated \$1.5 Million over Fiscal Years 19/20 & 20/21 for improvements to Winter Haven Recreational and Cultural Center. Most recently, these funds were utilized to replace the roof at a final cost of \$176,670, leaving a balance of \$1,323,330. Staff is recommending that prior to commencing into architectural plan development, a feasibility study and conceptual design should first be completed.

Staff has completed a site visit with Straughn Trout Architects, LLC to develop a Scope of Work for a feasibility study. The Scope of Work will focus on the feasibility and options for the following elements:

- ADA Improvements & Accessibility
- Fitness Center Expansion
- Enhanced Technology Area & Express Library
- Staff Office & Check in Reconfiguration
- Enhanced Community Meeting Space
- Gymnasium Floor Evaluation
- Circulation/Control/Security Alignments
- Entry & Exterior Facade Updates
- Future Aquatic Features - including possible splash pad
- Overall Site Master Plan
- Evaluation of the following: Building Envelope, Interiors, Structural, HVAC, Electrical, Plumbing Systems

Straughn Trout Architects, LLC will provide the following at the end of the project:

1. Verified Existing Building Floor Plan Drawings
2. Building Enhancement & Upgrade Recommendations
3. Site Master Plan, Conceptual Floor Plans and Phasing Diagrams
4. Rough Order of Magnitude Estimates (opinion of probable costs)

Throughout the project, the consultant would meet with staff to help determine current and future needs and take input on the project. The entire scope of work is anticipated to take approximately five months.

FINANCIAL IMPACT:

Straughn Trout Architects, LLC is currently on a continuing contract with the City to complete this type of work. The total fees for this proposal would be a lump sum not to exceed amount of \$39,750. Funds are available for this project within the FY 2015 Construction Fund.

RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to execute a Scope of Work with Straughn Trout Architects, LLC to complete a feasibility study and conceptual design work for renovations at Winter Haven Recreational and Cultural Center.

ATTACHMENTS:

Scope of Work

June 3, 2019, *Revised*

Mr. Andy Palmer, CPRE
Recreation Superintendent
City of Winter Haven
451 Third Street NW
Winter Haven, Florida 33881
apalmer@mywinterhaven.com

Re: TASK ORDER PROPOSAL

Professional Design Services for the Feasibility Study and Conceptual Design Report for
Winter Haven Recreation & Cultural Center - 801 MLK Blvd., NE, Winter Haven, FL 33881

Dear Mr. Palmer:

Straughn Trout Architects, LLC is pleased to present to you our professional services Task Order Proposal for the above referenced project. This proposal is based on the information our team has gathered during conversations with you and our site tour on May 16th, 2019. This proposal is based on our Master Continuing Professional Consulting Agreement for Professional Services dated December 12, 2016. We understand that the total project budget (Phase 1) is estimated at \$1.3MM, but the enhancement proposed by this report may extend beyond this budget and be executed in future construction phases. We propose the following Task Order approach if mutually agreeable to the City:

PROJECT OBJECTIVES

Existing Facility Assessment:

- Architectural
 - Building Envelope
 - Interiors
 - *Gymnasium Flooring*
 - ADA Accessibility
- Structural
- HVAC
- Electrical
- Plumbing

Programmatic / Functional Enhancements:

- New Elevator & ADA Improvements
- Fitness Center/Weight Room Expansion
- Enhanced Technology Area & Express Library
- Staff Office & Check-in Reconfiguration
- Enhanced Community Meeting Space
- Future Splash Pad & *Site Connectivity*
- Community Recognition / Trophy Area
- Circulation/Control/Security Alignments
- Entry & Exterior Façade Updates

SCOPE OF SERVICES

(References Article III of the above referenced Agreement)

I. Spatial Analysis Report & Design Concept Plans

- 1.4; 2.1 Meetings to Clarify & Define City's Requirements, including Department Heads and other Staff Interviews to determine estimated space needs requirements
- 1.5; 2.5 Opinion of Probable Cost / Broad or Rough Order of Magnitude Estimate (ROM)
- 3.2; 3.5; 3.8 Examination of the Existing Building to note reasonably discoverable conditions and verify the accuracy of archived original drawings and other information provided to the design team, including field verification to develop updated reference plans for use by the design team and owner
- 2.4 Develop narratives describing observations of reasonably discoverable existing conditions including architectural, structural, mechanical, plumbing and electrical systems and conditions
- 2.6 Prepare a Preliminary & Final Report to establish the proposed scope of future renovations.
- 3.1 Conceptual Schematic Design Floor plans, Site Plan, Concept Renderings & Phasing Diagrams
- 2.7; 3.9 Furnish one (1) electronic copy and (TBD) printed copies as requested.

II. Exclusions from current scope (available as necessary but considered additional services)

- a. Design documents beyond Conceptual Schematic Design (Design Development, Construction Documents, Bidding/Permitting, and Construction Administration) that would include detailed architectural, interior design, mechanical, electrical, plumbing, fire protection, civil, geotechnical, surveying, etc. details and engineering.
- b. Toxic Substance / Hazardous material identification and handling
- c. Food Service design and specifications
- d. Acoustical Analysis & Specialty Design/Engineering
- e. Life Cycle Cost Analysis Report
- f. LEED or similar sustainable design reporting or consultation
- g. Detailed Cost Estimates
- h. Building Commissioning

ESTIMATED SCHEDULE

Upon NTP and receipt of City Purchase Order, we estimate the following timeline to complete the report:

Existing Conditions Observations, Verifications & Evaluations	4 Weeks
Department & Staff Interview to Determine Current Space Needs & Facility Improvements.....	1 Week
Draft Concept Site Plan, Floorplans, 3D Renderings.....	6-8 Weeks
Opinion of Probable Cost / ROM Estimate and Project Phasing Diagrams	2 Weeks
Present Draft Report & Owner Review of Conceptual Schematic Design Approach	1 Week
Incorporate City Staff's Comments on Draft Report and Issue Final Report.....	2 Weeks

OWNER OBLIGATIONS

- A. Provide STA (and their consultants, if any) access to the site and facility to perform their tasks within the outlined schedule.
- B. Coordinate staff schedules and availability to meet with STA and consultants to conduct interviews and evaluations of existing City department/division space utilization.

DELIVERABLES

- C. Preliminary and Final Feasibility Study and Conceptual Design Report
 - i. Verified Existing Building Floor Plan Drawings
 - ii. Building Enhancement & Upgrade Recommendations
 - iii. **Site Master Plan, Conceptual Floor Plans, and** Phasing Diagrams
 - iv. Estimated ROM Project Budget

COMPENSATION

For the outlined scope of work, we propose a lump-sum NOT TO EXCEED fee approach as follows:

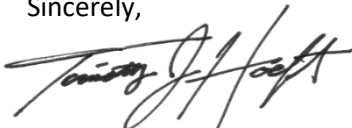
I.	Field Verification & Development of Existing Facility Floor/Site Plans.....	\$8,500.00
II.	Spatial Analysis & Enhancement Recommendations Report	\$18,250.00
III.	3D Color Renderings (3 Views).....	\$7,500.00
IV.	Interviews & Review Meeting/Presentation	\$2,500.00
V.	Design Contingency & Reimbursable Fees Allowance	\$3,000.00

TOTAL FEES THIS PROPOSAL..... \$39, 750.00

The Hourly Rate Schedule to be used for any work mutually agreed to be additional services on this project as well as a copy of our Reimbursable Rates for Direct Project Expenses is part of the Master Agreement and dated October 2016. A maximum "Not To Exceed" (NTE) reimbursable value has been estimated and provided in an effort to assist the Owner's with internal total project cost budgeting.

We will work with the City to complete the above proposed services within the estimated timeline to the best of our ability. We are available to discuss any part of our proposal.

Sincerely,



Tim Hoeft, AIA, Managing Principal
Straughn Trout Architects, LLC

Attachment: Subconsultant Detailed Scope of Work – TLC Engineering Solutions

Cc: Mr. Travis Edwards – Parks, Recreation & Culture Department Director

Accepted By:	_____	_____
	Signature	Printed Name
	_____	_____
	Title	Date



May 31, 2019

Mr. Tim Hoeft, AIA, LID, LEED AP BD+C
Managing Principal
Straughn Trout Architects
2005 East Edgewood Drive
Lakeland, FL 33803
Delivered via tim@straughntrout.com

**Re: Winter Haven Recreation and Cultural Center
Feasibility Study and Conceptual Design Report
Professional Engineering Services Proposal**

Dear Tim:

As requested, TLC Engineering has developed the following proposal to provide engineering and architectural consulting services for the referenced facility.

Proposed work scope is based on your email of May 30, 2019 including a draft scope outlining existing facility plans and select photos of the facility. Proposed scope includes an evaluation of the existing facility to assess requirements to renovate and remediate existing conditions, and accommodate proposed renovations including new roof, envelope improvements, HVAC upgrades, ADA compliance, fitness center expansion, gym renovation, reconfiguration of second floor and possible aquatic area improvements. Anticipated construction budget is \$1M.

Proposed work scope to include the following:

1. Site visit to visually observe the general current condition of the facility, relative to identifying potential repairs, maintenance, upgrade, or replacement. Specific elements to include structural, HVAC, electrical and plumbing considerations. More specifically, scope is expected to include:
 - a. Identifying building components requiring renovation, replacement, or reconstruction to restore to a suitable condition for its intended use.
 - b. Evaluation and assessment of proposed improvements and additions.
 - c. Development of rough order of magnitude (ROM) cost estimate for selected proposed renovations and improvements.
 - d. Conceptual plans including narratives and sketches of proposed improvements and additions.
2. Deliverables to include draft and final reports outlining:
 - a. Comprehensive narrative descriptions of existing conditions and findings as well as recommendations for required repairs renovations or additions including proposed prioritization of design options. Report will also include any limitations and/or recommendations for additional invasive testing or investigation.
 - b. Photographs, sketches, or related documentation to communicate report findings.
 - c. Rough order of magnitude (ROM) cost estimates for expected renovations and additions.
 - d. Conceptual design narratives and sketches of proposed renovations and additions.

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3. Proposed scope includes one meeting to review/coordinate our reports or one meeting with City officials to present and review findings and recommendations.

To complete our services, TLC will require:

1. Contact information to arrange access to the site.
2. Any additional available existing construction drawings, or previous reports.
3. Any additional maintenance and/or repair records.


The following items are not a part of this assignment and hence not included in the proposed scope of services:

1. Concealed or inaccessible areas of the property requiring the use of destructive investigation beyond that proposed in the Scope of Services. All field observations to be based on visual inspection of accessible, ground level components. High lift access is not anticipated or included.
2. Environmental or infra-red assessment/investigation of the subject property, including heavy metal, asbestos, radon mold sampling and/or subsurface investigations.
3. Any portion of the property that TLC determines to be unsafe (should an area of particular concern be identified, it shall be so noted in the report(s) with a recommendation for further study).
4. Insect evaluation beyond visual observation of damage.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.



Gary C. Krueger, PE, LEED AP
Principal / Division Director