

DESIGN CRITERIA PACKAGE
REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES
FOR
UTILITY CAPITAL IMPROVEMENT PROJECTS

PART I. PROJECT INFORMATION

A. Introduction

The City of Tampa (City) has identified several large capital improvement projects in its utility departments. The projects include, but are not limited to, design and construction of approximately 77,500 linear feet of potable water transmission facilities from the David L. Tippin Water Treatment Facility to downtown Tampa and South Tampa areas; and construction of a major stormwater conveyance system from Dale Mabry Highway to Bayshore Boulevard.

The Downtown and South Tampa water service area for the Tampa Water Department (TWD) is experiencing a dramatic redevelopment. The proposed demands for new developments within this area are well above those projected by the TWD in previous planning efforts. In response, TWD has designed a Contribution in Aid of Construction (CIAC) Area to facilitate improvements to the water delivery system required to serve this growth. The TWD recently updated its hydraulic model to determine cost-effective improvements required to serve this new Downtown and South Tampa growth to meet TWD service levels into the year 2025. The Downtown and South Tampa CIAC area boundary, preliminary route study, transmission main sizes, lengths and estimated project costs are provided in Attachment A.

The City has experienced roadway flooding in Dale Mabry Highway at the intersections of Neptune Street, Watrous Avenue, and Henderson Boulevard, as well as local neighborhoods east and west of Dale Mabry. Last year, the City retained Bayside Engineering to prepare a preliminary engineering report for the proposed route, pipe sizing, and estimated construction costs for stormwater improvements in these areas. A map of the selected route and pipe size is provided in Attachment B. In April 2006, the City awarded a contract with Boyle Engineering Corp. for permitting and preparation of plans and specifications for this project, a copy of which is included in Attachment C.

The City is currently programming other capital improvement projects to meet the overall objectives of its strategic plan. Future utility projects such as wastewater, water, reclaimed, and stormwater improvements may be initiated through this RFQ to meet these objectives. The purpose of including future utility projects in this RFQ is to maximize coordination of large utility projects, minimize disruption to the residents, and define a single point of responsibility for large utility projects. The City reserves the right to request the Design-Builder to design and/or construct any combination of the future projects as detailed in Table A. The City will determine which projects will be performed by the Design-Builder based upon available funds, revisions of capital improvement budgets, and best interests of the City.

TABLE A

Project	Description	Estimated Amount	Attachment/ Location	Comments
12 th Street Waste Water Force Main	Construction of approximately 21,000 feet of 42 and 48-inch wastewater force main including a subaqueous river crossing	\$17M	Attachment D	City awarding final design to Greeley & Hansen. Construction scheduled to start in November 2007.
Drew Park Community Redevelopment Area	Design and/or construction of infrastructure, including utility replacement, particularly to the stormwater management system.	\$2.2M	Attachment E	City awarded preparation of Strategic Action Plan to URS Corporation Southern. Funding for design of stormwater facilities included in FY2007 budget.
Channel District Community Redevelopment Area	Design and/or construction of infrastructure, including utility replacement and Stormwater management system.	To be determined based upon results of Strategic Plan.	Attachment F	City awarded preparation of Strategic Action Plan to Wilson Miller. No funding of stormwater facilities included in 5-Year Stormwater Plan.
East Tampa Community Redevelopment Area	Design and/or construction of infrastructure, including utility replacement and Stormwater management system.	To be determined based upon results of Strategic Plan.	Attachment G	City awarded preparation of Strategic Action Plan to TBE Group, Inc. No funding of stormwater facilities included in 5-Year Stormwater Plan.

		Estimated	Attachment/	
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Project	Description	Amount	Location	Comments
Central Park Community Redevelopment Area	Design and/or construction of infrastructure, including utility replacement and Stormwater management system.	To be determined	Attachment H	Wilson Miller Inc. completed a Community Redevelopment Plan in May 2006.
Spanishtown Creek Outfall Improvements	Design and/or construction of the restoration or replacement of the outfall system, including additional surface water storage and treatment systems	\$6.6M	Drainage System originates from North of Kennedy Boulevard, runs through Hyde Park and outfalls at Bayshore Boulevard and Bay Street	Funding planned in Fiscal Year 2008, 2009, and 2010.
Waterway Management	Dredging of navigable waterways on Davis Islands and Westshore Area	\$1 - \$3M	Springlake Channel, Neptune Canal, Lake Kipling and Channel – Interbay Peninsula; Currituck Channel – Davis Islands.	City negotiating with CH2MHill for planing and design. City has applied for grant funding.
Duckpond Stormwater Improvements	Construction of a stormwater pumping station, force mains, gravity pipes, and pond improvements.	\$3 - \$5M	Attachment I	City awarded final design to Ayres Associates. Design scheduled for completion in mid 2007.

Project	Description	Estimated Amount	Attachment/ Location	Comments
Closed Basin Stormwater Improvements	Restoration and protection of the Blue Sink Complex and may include construction of surface water attenuation and treatment facilities, pumping stations, and force mains.	To be determined in study phase	Flower Ave to the north; Duckpond Basin to the east; Florida Ave to the west, and Hillsborough River to the south	City negotiating with URS for planning and design. Construction funding not currently in 5-Year Stormwater Plan.
Cleveland Basin Outfall	Design and/or construction of box culvert restoration or replacement to provide flood relief.	To be determined in study phase	Cleveland Street from Howard Avenue to Bayshore Boulevard	Funding is not currently included in 5-Year Stormwater Plan.
South Tampa Area Reclaimed Project	Construction of transmission and distribution pipelines to new customers to receive reclaimed water for irrigation purposes, industrial use, and other permittable uses.	\$30M+	Attachment J	City awarding feasibility study to CDM. Study to be complete in March 2007.
North Tampa Regional Reclaimed Water Project	Construction of transmission and distribution pipelines to new customers in New Tampa, Pasco County, Hillsborough County and other cost-effective service areas.	\$92M+	Attachment K	City awarded planning and design contract to Greeley and Hansen. Scope of work and funding partners are being determined.
Water System Rehabilitation, Replacement, and Miscellaneous Bond Projects	Design and/or construction of projects for the increasing water service demands, minimizing service interruptions, enhancing fire protection, establishing a long-term pipe replacement program, and optimizing preventative maintenance efforts.	\$32M	City-Wide	Bond issuance being prepared

B. Purpose

The City is requesting letters of interest and statements of qualifications (LOISOQ) from interested firms for Design-Build services to include the 1) final route study, design, permitting and construction of the TWD CIAC Project; 2) construction of the Dale Mabry Highway stormwater improvements and 3) design, permitting, and/or construction of future reclaimed water, wastewater, or stormwater projects as detailed in Table A. The City reserves the right to utilize the design-build services contemplated in this RFQ to accomplish any combination of these future projects as subject to funding constraints, re-prioritization of capital improvement programs, and the best-interests of the City.

It is the intent of the City to select and contract with one Design-Builder (DB) to perform all projects for the purpose of providing a single point of responsibility for all aspects of the design, permitting, and construction. A single point of responsibility will maximize coordination between the City, residents, designers, and construction contractors; and provide a cost-effective method of delivering large utility capital improvement projects. The City reserves the right to stop work before, during or after any one of these projects and is not obligated to the DB to continue to the next project.

This solicitation is intended to comply with Chapter 287.055, Florida Statute.

C. DB Responsibilities

The DB will be expected to work in cooperation with the City and its designees, including Boyle Engineering, Inc. Existing roads, private/public utilities, and stormwater systems will be affected by the work and must be considered within the services provided. As projects are identified, the DB will be expected to provide:

1. Report of Cost Saving Alternatives

The DB shall provide an evaluation of the City's capital improvement program and preparation of a summary report. The report shall contain recommendations of cost savings for the delivery of the capital improvement projects. The report shall be updated on a quarterly basis.

2. Design Services

The DB shall provide design services to accomplish the work contained in this RFQ. The DB may retain subconsultants for various design tasks; however, the DB will be solely responsible for all coordination and interface with the City. The City may directly retain professional design consultants for various projects contained in this RFQ. In this scenario, the DB shall coordinate with the City's design consultant and provide value engineering, constructability reviews, and all management duties. The DB shall be the single point of contract for all design services. The DB shall obtain such additional geotechnical and related information that it deems necessary for performance of the work.

3. Design Review and Recommendations

The DB shall familiarize itself thoroughly with the evolving plans and specifications and follow the development of design from preliminaries through working drawings. The DB shall provide progress review sets at 30%, 60%, 90%, and 100%. The design shall conform to the City of Tampa Water, Wastewater, Stormwater, and Public Works technical 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.

Upon completion of Construction Documents for each project, the DB shall perform a specific review thereof. This review shall include a complete cost estimate and critical path method schedule. The DB shall submit to the City a written review covering alternative analyses, suggestions and recommendations. The design may be subject to an independent analysis as determined by the City.

Throughout the design process, the DB shall review the design to determine the sequence of various subcontracts to facilitate taking of bids while design is being completed.

The DB shall specifically address long lead procurement items and conditions characteristic of the City that may impede construction and take appropriate action. Historically, the City experiences long lead times for large diameter ductile iron pipe and large butterfly valves. These conditions include the Hillsborough River Crossing, Selmon Crosstown Expressway crossing, and maintenance of traffic concerns. Construction Documents must ensure timely restoration for each area of construction.

4. Cost Plus Fixed Fee Guaranteed Maximum Price With Saving Incentive

In consideration of the performance of the contract, the City agrees to pay the DB compensation for his services, fees in the following manner:

Design Phase Fee - The successful DB shall enter into negotiations with the City after award.

Construction Phase Fee - When the Design Development Documents of each project area are sufficiently complete to establish the scope of work for the project, the DB will establish and submit in writing to the City for approval, a Guarantee Maximum Price with Saving incentives. The City may directly purchase various materials for the projects. Detail of any direct or pre-purchase shall be included in the scope of work.

5. Property Acquisition

The City may request the DB to assist with right-of-way or property acquisition.

6. Permitting

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

7. Acceptance of Conditions

The LOISOQ shall specifically indicate acceptance of the following conditions:

7.1 The City requires the submittal of evidence to show the DB's ability to furnish and maintain during the term of the Contract the following insurance:

- a. **Commercial General Liability Insurance** on the most current Insurance Services Office (ISO) form or it's equivalent. The amount of Commercial General Liability insurance shall not be less than \$5,000,000 per occurrence and a \$5,000,000 general aggregate.

This insurance must include the following types of coverages: Design-Builder's & Sub-contractors premises and operations; independent contractor's protection for the Design-Builders legal liability in connection with any operations by a contractor and contractual. This coverage must protect the City of Tampa from claims of all persons for death, bodily injury, personal injury or property damage occurring on or about, or arising out of, those areas of the Job Sites/ Projects occupied by Design-Builder or under the Design-Builder's control, or wherever arising, if caused in whole or in part by any act or omission of, any condition created by, or any defect in workmanship or material furnished by, Design-Builder, Contractor, Subcontractor, Subcontractor's subcontractors or suppliers, or by any agent or employee of the Design-Builder or of any such subcontractor or supplier, or any combination of the foregoing. The foregoing coverage must apply regardless of whether the claim arises during the progress of the work or at any time subsequent to completion of work and shall include a completed "broad form property damage endorsement" and Additional Insured Endorsement. General liability coverage shall continue to apply to "bodily injury" and to "property damage", Personal and Advertising Injury, Fire Damage, Medical Payments and XCU occurring after all work on the sites of the covered operations to be performed by or on behalf of the additional insured's has been completed, and shall continue after that portion of Design-Builder's work out of which the injury or damage arises has been put to its intended use and will be maintained a minimum of five (5) years after completion of said project.

- b. **Automobile Liability Insurance** in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all

owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than \$1,000,000 combined single limit each occurrence bodily injury & property damage. This insurance must include coverage for any accident arising out of, or resulting from, the operation, maintenance, or use by the Design-Builder and/or Subcontractor of any owned, non-owned, or hired automobiles, trailers or other equipment required to be licensed by law.

- c. **Worker's Compensation and Employer's Liability Insurance** for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified and must include the USL & H endorsement.

Worker's Compensation: Florida Statutory Requirements

Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

- d. **Professional Liability Insurance**- for liability arising from rendering of or failure to render professional services in the amount of \$1,000,000 per occurrence.
- e. **Pollution Liability Insurance**- for liability arising from pollution exposure in the amount of \$1,000,000 per occurrence.
- f. **Railroad Protective Liability Insurance**- for liability arising from railroad crossing related exposures in the amount of \$1,000,000 per occurrence.
- g. **Umbrella Insurance**- for Bodily Injury, Death, Property Damage, and Personal Injury or Advertising Injury with coverage limits of not less than \$80,000,000 per occurrence and general aggregate. This insurance must include all underlying policies including but not limited to, General Liability, Pollution, Railroad Protective, OCP, Professional Liability, Automobile Liability, and Employer's Liability under Worker's Compensation.
- h. **Contractual Liability**- Claims involving contractual liability insurance applicable to the hold harmless and indemnification agreement of the Subcontractor under this Contract.
- i. **Installation Floater**- coverage in the amount of the contract

7.2 Ability to provide a 100% Performance Bond and Payment Bond.

8. Sub-Contracting

The DB shall prepare Invitations for Bid (Requests for Proposal when applicable), review all bids and enter into contract with those bidders determined

to be best qualified by the DB and who meet the DB's requirements considering time, quality, and the GMP. The City shall approve all bidder's lists in advance. The DB shall comply with the City of Tampa's Minority and Business Enterprise Program.

9. Construction

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 projects are completed in accordance with the plans and specifications and requirements of the City. The DB will be responsible to the Administrator of Public Works and Utility Services or his designee for all aspects of the project.

10. Quality Control/Quality Assurance/Inspections

The DB will be solely responsible for daily inspections of the project. The DB is to develop a quality control/quality assurance program. Final acceptance of each project and quality assurance will 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.

11. Project Management Information

The DB shall establish, with the full concurrence of the City, procedures for organizing and accomplishing the management control of the project(s) including safety and traffic control.

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.

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
- Complaint 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(s) 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.

12. 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 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 superceded 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.

13. 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.

14. Public Information Program

The DB shall undertake a Public Information Program. The minimum requirements to complete this task and any information assembled shall include the following and must be approved by the City.

- Maintain mailing lists of elected and appointed officials in the project areas, permit and review agencies, property owners adjacent to or within three hundred (300) feet of the project, and other interested parties that may be designated by the City.
- Provide notification to residents in affected construction areas in advance of proceeding with work in that area. DB shall keep residents informed of changes, delays, or other inconveniences until work in that area is complete.
- Prepare exhibits, attend and participate in Public Information Meetings, which shall be conducted by the DB. The DB shall prepare and send notification of all meetings to all parties on the appropriate mailing lists.
- Prepare presentation exhibits for use as visual aids during public meetings.

- Erect project signs through out the project area indicating the name of the project, project descriptions, and contact information.

The DB shall also be responsible for establishing a construction inquiry phone line to manage complaints, questions and concerns. The phone number of this line will be prominently displayed on all communications with the public. All complaints will be researched and a response will be provided. Action on all complaints should be taken within twenty-four (24) hours from the time the complaint is registered. This information will be recorded and tracked in a computer database that may be reviewed by the City on a daily basis. In addition, a City representative will be identified to hear claims.

D. City Responsibilities

1. City's Information

Upon request, the City shall provide all known available information regarding the requirements for the project design.

2. City's Representative

The City shall designate a representative who shall be fully acquainted with the project. The representative shall render decisions promptly and furnish information expeditiously.

3. Availability of Lands

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 II: LETTER OF INTEREST/STATEMENT OF QUALIFICATION REQUIREMENTS

It is imperative that the information submitted is precise, clear, and complete. All submittals must be presented in an 8-1/2 " x 11" bound document, tabbed for the following format (submittals not conforming to this format may be disqualified from further consideration).

LOISOQ shall include the requirements listed below in the order in which they appear and shall be tabbed for reference. LOISOQ's submitted without meeting ALL the requirements may be considered non-responsive.

LOISOQ Outline

Sections and subsections shall correspond in sequence with those identified below. All additional information that the DB believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Section 1 - Project Understanding/Project Approach

- Describe understanding of project scope;
- Describe project approach including any innovative or alternative design evaluation ;
- Describe proposed Public Information elements and implementation schedule;
- Describe project cost controls, scheduling methods. Quality Assurance procedures;
- Describe potential Special Considerations; if any;
- Describe office location(s) of Key Personnel and where they will perform the work during both the design and construction period; and
- Describe office location(s) of all proposed subcontractors.

Section 2 - Qualifications and Experience for Each Firm Dedicated to This Project

- Company Background;
- Related Services and Experience (last ten years);
- Describe Florida Area Offices/Staff/Equipment (including computer hardware and software);
- Project Descriptions - List five (5). Description must be of current projects (Florida projects if available) having similar or greater relative size, cost, and complexity as the proposed project. Projects described must also be similar in scope. Where similarity is not readily apparent, include logic used in listing project as similar.
- Describe projects that have been constructed by the proposed DB Team; or
- Describe projects constructed by the proposed Construction Team member and designed by a Design Team other than that proposed; and
- Describe the in-house capabilities of your firm to provide: design, construction, quality control, scheduling, cost control, value engineering, change order negotiations, construction management control system operation, or other related capabilities.

Section 3 — Staffing

- An Organizational Chart must be included and should, at a minimum, include name, associated firm, and office location of key project personnel for each major project task including task leaders, project officers, and the quality management team. Major tasks identified should correspond with those described in Section 1;

- Include one-page (single sided) descriptions of qualifications and specific experience for each project member listed on the Organizational Chart. These descriptions shall include an estimate of percent availability of each member during the project (based on current projections) as well as an estimate of the percent availability required for the project until completion. The Organization Chart should also include personnel certified in traffic control; and,
- Include current backlog versus capacity of the firm and major sub contractors.

Section 4 – Schedule

- Include a schedule for design, permitting and construction of the CIAC Project; and construction of the Dale Mabry Highway Stormwater Improvements.

Section 5 – References

- The DB must provide five (5) references from clients of completed relevant projects. Completed projects may include completed phases of multi-phased projects (such as design phase), but must clearly indicate scope and cost of the completed project.

Section 6 - Supplemental Materials

- This section can include materials such as technical papers, company brochures/publications, or industry awards that directly relate to the elements of this project. Supplemental materials should maintain the 8-1/2” x 11” format.

Section 7 - Forms

- Standard Form A-305
- Certificate of Insurance
- Company Financial Statements

PART III: GENERAL CONDITIONS & INFORMATION

A. Submission of LOISOQ

Firms shall submit an original and four (4) copies of the letter of interest and statement of qualifications in the format outlined in Part II.

LOISOQ must be submitted by the time and date indicated on the attached legal notice.

LOISOQ is to be submitted in a sealed envelope marked:

LETTER OF INTEREST/STATEMENT OF QUALIFICATIONS
 DESIGN-BUILD SERVICES
 FOR
 CAPITAL IMPROVEMENT PROGRAM

LOISOQ may be delivered to Steve Daignault, P.E., Chairman, Consultants' Competitive Negotiation Committee, City of Tampa – c/o Contract Administration Department-4th Floor North, 306 E. Jackson Street, Tampa, Florida, 33602.

Upon submission, all documents become the property of the City and are subject to public records laws.

B. Pre-Submission Conference

A non-mandatory pre-submittal conference will be held at the location, date, and time as indicated on the attached legal notice. Attendance is highly recommended for any firm that may be considering submitting a letter of interest.

C. Rules, Regulations, Laws, Ordinances, & Licenses

The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

D. Requests for Additional Information or Questions

Except as otherwise indicated herein, no further information is available before the deadline for submission of letters of interest. Questions may be directed to Jim Greiner, P.E., City of Tampa, Contract Administration Department, 306 E. Jackson Street 4N, Tampa, Florida 33602; Telephone (813) 274-8598, fax (813) 274-8080, or email Jim.Greiner@tampagov.net. For assistance with downloading information files contact Mike Dyer at (813) 274-8006, Michael.Dyer@tampagov.net.

E. Lobbying

All firms and their agents who intend to submit, or who have submitted, bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, nor any employee of the City are to be lobbied either individually or collectively concerning this project.

Contact should only be made through regularly scheduled Council meetings, CCNA meetings scheduled for interviews and/or negotiations, or meetings scheduled through the Contract Administration Department which are for the purposes of obtaining additional or clarifying information.

F. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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 Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

G. Reserves the Right

The City anticipates awarding one contract for Design-Build services as a result of this Request for Qualifications. The City, however, reserves the right to reject any and all submitted LOISOQ and to limit the scope of the award at its sole discretion.

The City reserves the right to request additional information from the DB as deemed necessary.

The City reserves the right to negotiate modifications the LOISOQ that it deems acceptable, reject any and all LOISOQ in its sole discretion, and to waive minor irregularities in the procedures.

H. Contract Term

It is anticipated that the initial term of the resulting contract will be for up to five years and may be extended by mutual agreement of both parties.

I. Contract Cancellation

The resulting Contract may be canceled at any time by the City for the following:

1. For any reason that is in the best interest of the City.
2. For non-performance or substandard performance on the part of the DB.
3. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

If the contract is to be cancelled, a thirty (30) day written cancellation notice will be issued by the City.

PART IV: EVALUATION AND SELECTION OF DESIGN-BUILDER

The evaluation and selection of a Design-Builder will be a multi-step process. The steps that comprise the selection process are summarized below.

Following are the typical steps followed by the City when evaluating letters of interest and statements of qualifications:

1. LOISOQ shall be reviewed by the City's Certification and Selection Committee (CSC). The CSC shall review the submittals and provide a numerical ranking for all the firms. The ranking of firms shall be based on large utility construction experience (25%); large utility design experience (15%); DB experience (15%); financial capability (10%); government project administration experience (10%); staff adequacy (5%); office proximity/workload (5%); past performance/low amount of previous City work (5%); w/mbe participation (5%); and Standard Form A-305 (5%).
2. The CSC shall interview no fewer than three firms nor more than six firms deemed to be most highly qualified to perform the required services.(All expenses, including travel

expenses for interviews, incurred in the preparation of the LOISOQ shall be borne by the DB.) After presentations and interviews have been completed, the consultants shall be ranked by the CSC.

3. CSC shall select and recommend to the Mayor, for her final determination as to the most qualified. The Mayor may then negotiate a contract for Design-Build services for the Project with the firm that she determines to be the most qualified at compensation within a range determined to be fair, competitive, and reasonable.
4. Should the Mayor be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, within a price range determined to be fair, competitive and reasonable, negotiations with that Firm shall be formally terminated. The Mayor shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Mayor shall then undertake negotiations with the third most qualified firm until a satisfactory contract is achieved.