



**REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSALS**  
**for**  
**Progressive Design-Build Services to Design and Renovate the**  
**Lighthouse of Broward for the Blind & Visually Impaired (LHOB) New Facility**

**LHOB Project No. 2023-0018**

**Submittal Deadline Date: No Later than 2:00 PM Wednesday, Sep 29, 2023**

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## **SECTION 1. INTRODUCTION**

On behalf of Lighthouse of Broward for the Blind & Visually Impaired (“Owner,” “LHOB”) is soliciting Statements of Qualifications (“SOQ”) from qualified Design-Build teams, which may include joint ventures, for the Programming, Design and Construction of Renovations and Additions at an existing building to house the new LHOB facility, located at 5901 Del Lago Circle, Sunrise, FL 33313 (“the Project”).

The Owner will utilize a Progressive Design-Build (“Design-Build,” “PDB”) approach for the procurement and delivery of the Project meaning that the Design- Builder will be selected based on qualification and the criteria in the Request for Qualifications (“RFQ”) and Request for Proposals (“RFP”) issued pursuant to this procurement.

### **1.1 COMMUNICATIONS**

- A. All communications regarding this RFQ should be addressed to Jillian Gonzalez, LHOB Project Manager (“LHOB/PM”) via email at [jgonzalez@lhob.org](mailto:jgonzalez@lhob.org).
- B. Proposers are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email or regular mail only and directed to the Owner’s Representative listed above. Do not communicate about the Project or the Procurement with any other Owner or LHOB employees, board members, representatives, or consultants. Communication with other Owner, employees, board members, representatives, or consultants regarding the procurement may cause the firm involved to be disqualified from submitting under this procurement. Any verified allegation that a responding Proposer or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, scoring, and/or selection of Finalists may be the cause for Owner to disqualify the Proposer team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the procurement and/or to discontinue any further consideration of such Proposer or Team Member.

### **1.2 PROJECT BUDGET AND SCHEDULE**

- A. The target budget for the Project, as established by the Maximum Allowable Design and Construction Cost (MADCC), for the Design-Build portion of the Project is approximately \$1,500,000.
- B. The anticipated date to begin Design of the Project is October 16, 2023, begin preliminary site work by October 31, 2023, and achieve and achieve substantial completion of the renovation by April 30, 2024. The project is fully funded.

### **1.3 PROJECT DESCRIPTION**

- A. The Project scope consists of the programming, design, and phased remodel of an existing building to house the LHOB Rehabilitation Center to provide services to the blind and visually impaired population throughout Broward County. LHOB takes possession of the Project site equaling 2.02-acre site on or about September 30, 2023. Site planning and

development will consider and make provisions for the ultimate campus build-out of future buildings and related infrastructure. This Project includes the programming, design and construction of an approximately 23,185 SF site and building renovation. The facility will feature administrative offices, classrooms, social business enterprise spaces, storage, computer labs, common rooms, mechanical, electrical, plumbing and fire command rooms, secure data rooms, security and spaces for building operations and maintenance.

Owner Project Requirements and Goals include:

1. Temporary site perimeter security fencing during construction
2. Permanent site perimeter decorative fencing
3. Development of on-site roadways, parking, and native and adaptive landscaping with low irrigation requirements
4. Secured playground/sensory garden
5. A teaching kitchen or industrial kitchen space designed to accommodate people who are blind or visually impaired.
6. Industry leading and flexible advanced manufacturing spaces with services that accommodate rapid machine relocation and replacement
7. Common spaces that encourage interdisciplinary collaboration and learning
8. Education classrooms
9. Computer labs
10. Gender Neutral Restrooms
11. Outdoor break areas
12. Adoption of LHOB maintenance standards and practices

Project aspirational goals include:

13. On site renewable energy generation and energy storage for resiliency and reduction electric utility demand costs
  14. LEED certification
- B. The LHOB Project site was chosen in order to (a) double the capacity to serve clients, who are blind or visually impaired, who receive services, (b) expand and enhance program offerings, and (c) create a social-based mission enterprise. Toward this goal, the program will provide flexible computer labs, classrooms and workforce space to facilitate growth in existing programs and readily adapt to future programs developed in response to industry needs. The building will feature flexible interior systems compatible with the existing structural module to permit easier adjustments of program area spaces throughout the facility lifetime with only minimal renovation work. Classroom and workforce spaces will be designed for multiple and accessible delivery modes including lectures, collaborative, project-based learning, and hybrid models where content is online and application is in class. Acoustical treatment is a high priority to ensure that un-amplified voice communications

carry above ambient machine noise.

- C. The Facility will normally be occupied from 7:30 AM to 4:00 PM on Mondays through Fridays except for Holidays. Occupancy will primarily be clients and staff. The HVAC system will be zoned and programmable to allow for occupied and unoccupied periods for evenings, weekends and Holidays.
- D. Stakeholders include the LHOB Board of Directors, Advisory Council, staff, clients, blind and visually impaired residents in Broward County, and funders of LHOB programming.
- E. A map of the project site is included in this RFQ in Section 5 as an attachment.
- F. The Owner's Project Manager will work with the selected Design-Build team to optimize value to the Owner. The Owner fully embraces a collaborative project delivery approach that emphasizes a cooperative approach to problem solving. The Owner expects the Design-Build Team, as part of the project team, to also embrace these principles by creating a culture of open and transparent communication, while establishing an environment where the project team contributes its best efforts for the benefit of the Project.

#### **1.4 REASONS FOR USING THE DESIGN-BUILD PROCEDURE**

- A. Owner is using the Design-Build project because:
  - 1. Contractor feedback during programming and design provides effective management of project costs: It is expected that the Design-Build method will allow the Owner to evaluate Design options against construction costs to establish the best value.
  - 2. Significant acceleration of the Project Schedule: By allowing for overlap with the Design and construction phases, the Design-Build method allows for a compressed schedule. That may bring the completed building online faster and provide project efficiency and expedited schedule to help mitigate cost escalation. The most critical work to be completed is for initial occupancy, and includes improvements to accessible routes, kitchen, bathrooms, and entry-reception upgrades.
  - 3. Performing and completing the Design will allow the construction to begin during the 2023/2024 dry season.
  - 4. Collaborative approach enables risk mitigation: The Design-Build approach reduces the risk of change orders and construction claims, providing a more predictable budget for the Owner.
  - 5. The Design-Build approach brings the contractor, architect, and Owner together early in the process to allow for a more collaborative project, resulting in greater innovation and collaboration, critical in a complex project.

#### **1.5 PROJECT GOALS**

The OWNER have established the following Project Goals:

- A. **Produce a project that exceeds the Owner's definition of Design Excellence:** Create an exceptional and distinctive project that meets the programmatic, functional, operational and aesthetic vision for each of the LHOB programs and sets the standard for further development and improvements to the facility. The project design must gracefully and simultaneously facilitate the individual programs while providing accessible, cohesive, and

flexible spatial configurations. The building is to be programmatically available to its primary users, who are blind, or visually impaired, for a range of needs to allow for flexible learning and the ability to alter interior and exterior learning spaces in accordance with LHOB's educational and space needs.

- B. **Execute a successful Progressive Design-Build (PDB) Process to produce the envisioned Project:** The Design-Build team will develop and utilize a collaborative relationship between the Design-Build Team (LHOB) the Owner and its stakeholders to achieve Design Excellence within the OWNER budget and schedule using proficient programming, design, project management and construction methods throughout the Progressive Design- Build process.
- C. **Maximize Scope within the Guaranteed Maximum Price (GMP):** Achieve the most cost effective, creative, operationally efficient and programmatically balanced project including as much as scope as possible under the established GMP and MADCC. The primary project goals are to construct the Project with the best value to the Owner within the stated budget and in the shortest timeframe that can reasonably be achieved.
- D. **Quality and Context of a Low Maintenance Building:** future maintenance shall be considered at the forefront of design; including the specification of long-life systems, durable finishes and accessible infrastructure. The PDB Team will collaborate with the Owner to ensure that equipment, materials and systems that comply with LHOB standards, and are fully compatible with existing and proposed building systems.

## SECTION 2 – PROCUREMENT AND CONTRACTING PROCESS

### 2.1 DEFINITIONS

- A. **Business Day:** any day on which the Owner is open for regularly conducted business.
- B. **Design-Builder:** The entity with the prime Design-Build contract with the OWNER.
- C. **Design-Build Team:** All entities listed by the Design-Builder as providing services or construction on the project. The Design-Builder is not required to list all members of the Design-Build Team in the Statement of Qualifications (SOQ) but must list the prime contractor and architect. Members of the Design-Build Team may also be referred to as "Team Members".
- D. **Design Excellence:** Architecture that embodies the mission and values of LHOB to enhance the dignity of our clients while promoting their independence; provide and environment to support the high quality, innovative programs and services that result in positive outcomes; inspire collaboration between clients, staff, and stakeholder partners to think creatively and communicate ideas effectively; design that positively enhances public awareness and embody our values in the community; design that sustains our mission to manage human, natural and material resources wisely; and design that embodies, the tactile, visual, auditory, olfactory, and proprioceptive aspects of a pleasing and harmonious functional and aesthetic experience.
- E. **Finalists:** Entities that have been shortlisted and participate in the RFP process.
- F. **Guaranteed Maximum Price (GMP):** The maximum amount that the Design-Builder may be compensated pursuant to the Design-Build Contract.
- G. **Key Team Member:** Individuals who will be assigned to the Project who play an important

role in the Design, construction or management of the Project.

**H. Owner:** The Owner is the agency, institution of higher education, board or commission with funding authority.

**I. Mandatory Minimum Requirements:** Mandatory Minimum Requirements are those requirements that are Designated as Pass/Fail in Section 2.6 of the RFQ.

**J. Maximum Allowable Design and Construction Cost (“MADCC”)** is stated in RFQ Section 1.2 Project Budget and Schedule and shall be set forth in the Contract. The MADCC is the maximum amount that the Design-Builder may receive as compensation for the Project. The MADCC may only be changed through Change Order.

**K. Price Factor:** The Price Factor is the Design-Builder’s Fee Percentage, which including the items set forth in General Conditions of the Contract.

**L. Procurement:** The Owner’s process for selecting a Design-Build Team for this Project.

**M. Procurement Documents:** All documents issued by the OWNER in connection with the Procurement or Project.

**N. Proposers:** Entities submitting SOQs in response to this RFQ. Any provision in the RFQ or RFP that references Proposers also applies to Finalists.

**O. Projects of Similar Scope and Complexity:** Projects that had completion dates within the last 10 years and that have many or all of the following characteristics:

1. Projects of a similar size and budget that include design and construction of educational facilities and rehabilitation centers or non-profits serving disabled or disadvantaged populations.
2. Similar buildings, especially those designed for non-visual aesthetics.
3. Projects that use an integrated delivery method that require strong coordination and integration of the Design and construction professionals, and early involvement of the construction professionals during Design.
4. Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the OWNER to develop the final price and schedule.
5. Projects other than Design-Build where the Design team and the contractor have demonstrated a collaborative approach to resolving challenges during construction.

**P. RFP:** The Owner’s Request for Proposals, which will be issued to those Finalists who are selected to proceed to the next phase of this Procurement.

**Q. SOQ:** The Statement of Qualifications submitted in response to this RFQ.

## **2.2 SELECTION SCHEDULE**

The anticipated schedule for the solicitation process is as indicated below:

1.	Issue Request for Qualifications	Fri, Aug 11, 2023
2A.	Pre-Submission Meeting, optional, 10-11 AM via Zoom	Fri, Aug 17, 2023
2B.	Complete LHOB site visits, optional – to schedule contact Owner’s Representative Jillian Gonzalez <a href="mailto:jgonzalez@lhob.org">jgonzalez@lhob.org</a> and office: 954-463-4217 ext. 145	Fri, Aug 25, 2023
3.	Statements of Qualifications Due at 2:00 pm	Fri, Sept 1, 2023
4.	Finalists Selected & Notified	Fri, Sept 8, 2023
5.	Issue Request for Proposals to Finalists	Fri, Sept 8, 2023
6.	Complete LHOB site visits (1 hour), required – to schedule contact Owner’s Representative Jillian Gonzalez <a href="mailto:jgonzalez@lhob.org">jgonzalez@lhob.org</a> and office: 954-463-4217	Fri, Sept 15, 2023
8.	Last Request for Information Due from Finalists	Fri, Sept 22, 2023
9.	Last Addendum Issued	Tues, Sept 26, 2023
<b>10.</b>	<b>Proposals Due at 2:00 pm</b>	<b>Fri, Sept 29, 2023</b>
11.	Finalists Present Proposals to Selection Panel (45 minutes each team)	Tues, Oct 10, 2023
12.	Scoring of Finalists	Thurs, Oct 12, 2023
13.	Announcement of Scores	Fri, Oct 13, 2023
15.	Execution of the Contract	Mon, Oct 16, 2023

## **2.3 OWNER RIGHTS**

**A.** The OWNER reserve the following rights and conditions and may exercise them at its sole discretion:

1. To reject any or all proposals, at any time, for any reason. Failure to respond to any evaluation criteria may result in elimination of the Proposal from further consideration in the selection process. In the event the Owner does so, it shall provide its reasons for rejection in writing to all Proposers.
2. To conduct reference checks for all firms (including, without limitation, firms on proposed teams) at any stage of the selection process. In the event that information

obtained from the reference checks reveals concerns about a firm's past performance, or its ability to successfully perform the work to be executed based on this RFQ and subsequent RFP, OWNER may, at its sole discretion, consider this information in the context of the evaluation of the information in either the SOQ or the Proposal and/or determine that the firm is not qualified to perform the contract and deem the Proposer not eligible for further consideration. LHOB also reserves the right to check references from projects and/or organizations not identified by the firm.

3. To cancel the procurement process at any time.
4. To waive any informality or irregularity.
5. To require confirmation of information furnished by a Proposer or Finalist, require additional information from a Proposer or Finalist concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP.
6. To approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal, such approval or disapproval shall not be unreasonably exercised.
7. To ask written questions of Finalists, seek written clarifications, and conduct discussions with Finalists on Proposals.
8. To take any action affecting the RFQ process, the RFP process, or the project that is determined to be in the Owner's/LHOB best interest.

#### **B. CONFLICT OF INTEREST**

The Selection Panel will consist of the following people:

1. Ellyn Drotzer, LHOB CEO & President
2. Jillian Gonzalez, LHOB Senior Vice President of Operations & LHOB Project Manager (LHOB/PM)
3. Timothy Moffatt, LHOB Board of Directors (BOD) Chairman
4. Erica Ricketts, LHOB BOD Treasurer
5. Anthony Abbate, Architect, and Florida Atlantic University Professor
6. Mario Cartaya, Private Sector Architect

Any known or perceived conflict of interest between any of the Design-Builder team members and the Selection Panel shall be disclosed. OWNER will reveal any such conflict of interest to all of the teams and make a determination on how the conflict of interest will be resolved. If any Proposer disagrees with the determination made by LHOB, the Proposer must submit the issue as a protest under Section 4.3.

## **2.4 RFQ PROCESS**

- A. Pre-Submission Meeting.** There is an optional pre-submission meeting scheduled for **Thursday, August 17, 2023 at 10:00 am.** At the meeting the Owner's/LHOB' team will provide an overview of the project and the selection process. The pre-submission meeting



will be conducted via Zoom:

***Join Zoom Meeting Via:***

<https://us02web.zoom.us/j/89783586137?pwd=YzFBL20yVStVRmF6VElreGFFZGRqZz09&from=addon>

Meeting ID: 897 8358 6137

Passcode: 3Ebfd2

One tap mobile

+13052241968,,89783586137#,,,,\*476542# US

+16465588656,,89783586137#,,,,\*476542# US (New York)

- B. Pre-Scheduled Site Walk.** Interested teams may contact LHOB to schedule a site walk of the new property located at 5901 Del Lago Circle, Sunrise, FL 33313 on Fri, September 15, 2023. Please contact Jillian Gonzalez at [jgonzalez@lhob.org](mailto:jgonzalez@lhob.org) or office phone (954) 463-4217 ext. 145 to schedule a time slot for your team. Groups of teams will walk the site together. Teams are advised to not visit the campus without scheduling in advance.
- C.** Proposers will submit their SOQ, and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any addenda. The OWNER will not consider SOQ or other deliverables that are submitted after the time set forth in the RFQ. Proposers are solely responsible for making sure that the OWNER receives the SOQ in a timely fashion.
- D.** The OWNER will evaluate the SOQ submitted by each Proposer. The SOQ will be reviewed for responsiveness by LHOB, including pass/fail items. If all submission requirements have not been met, the Proposal will be rejected as non-responsive and will not be considered further by the OWNER in this Procurement. The OWNER will evaluate the SOQ provided by each Proposer pursuant to the evaluation system described in this RFQ.
- E.** All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- F.** Not more than three responsive and responsible firms will be selected as Finalists. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- G.** The results of the SOQ evaluations will be carried forward into the RFP process and included in the final evaluation and selection.
- H.** Design-Build Team Members and individual Key Team Members (the selection is focused on the core team Builder and Architect) will be used as a basis for selection. Once shortlisted, the Proposer and Team Members may not substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member without the consent of LHOB, such consent shall not be unreasonably withheld. Further, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation and scoring of the Proposer, up to and including exclusion from the short list.

## 2.5 RFP PROCESS

- A. The OWNER will issue the RFP to the Finalists. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
- B. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
- C. The OWNER will conduct a non-mandatory LHOB new site walk through with Finalists. Contact Jillian Gonzalez at [jgonzalez@lhob.org](mailto:jgonzalez@lhob.org) or office phone (954) 463-4217 ext. 145 to schedule a date and time slot for your team.
- D. The OWNER will conduct two confidential individual meetings with each Finalist that will provide an opportunity for direct interaction between the Finalist and the RFP Selection Panel.
  - 1. The first confidential individual meeting will be an Interactive Proprietary Meeting that will occur prior to the submission of the Proposals and will allow the OWNER to evaluate the Finalists' ability to collaborate with the Owner's/LHOB' team and to allow the Finalists to ask the OWNER questions regarding the Project and the Owner's/LHOB' goals and concerns.
  - 2. The second confidential individual meeting will be an Interview after the submission of the Proposals and will allow the OWNER to ask questions regarding the Design- Build Team's Proposal. The confidential individual meetings will be further described in the RFP.
  - 3. All information from the Design-Build Teams provided in the confidential individual meetings will remain confidential during the procurement process.
- E. Finalists will submit a Proposal and Price Factor Form in accordance with the Procurement schedule.
  - 1. The Price Factor Form will be submitted electronically, as a separate file from the Proposal.
  - 2. No Maximum Fee Percentage has been established for this Project.
  - 3. The Price Factor Form will be opened after the Proposals are scored.
  - 4. The Price Factor will be scored as follows:
    - a. The Finalist with the lowest Price Factor will receive the full number of points.
    - b. All Finalists other than one with the lowest Price Factor will receive points based on the following percentage:  $\text{Lowest Price Factor} \div \text{Finalist Price Factor} = \text{Price Factor Percentage}$
    - c. The Price Factor Ratio will then be multiplied by the number of points allocated to the Price Factor, and the Finalist will be awarded the next lowest whole number of points.

By way of example:

The number of points allocated to the Price Factor is 5

If the low Finalist's Price Factor was 4% and the second low Finalist's Price Factor was 4.5%, the second low Finalist's score for the Price Factor would be as follows:

$$4\% \div 4.5\% = 0.89 \quad 0.89 \times 5 = 4.42 \quad \square \text{ Round to the next lowest whole number of } 4.$$

The second low Finalist would receive 4 out of 5 points for the Price Factor.

## 2.6 EVALUATION AND SCORING OF PROPOSERS AND FINALISTS

- A.** In the evaluation and scoring of Proposers and Finalists, the OWNER will consider the information submitted in the SOQ, the Technical and Price Proposal, and Confidential Individual Meetings with respect to the evaluation criteria set forth in the RFQ and RFP. The result of the evaluation will be a comparative scoring of Proposers.
- B.** The relative weights of the Evaluation Criteria for the **Statement of Qualification** are as follows:

	SOQ CRITERIA	WEIGHTING (max. points)
<b>Pass/Fail Item (not scored)</b>		
	<b>Financial Capacity</b> ( <i>Insurance and Bond Statements</i> )	<b>Pass/Fail</b>
<b>Scored Items</b>		
1.	<b>Team Organization, Key Team Members and Collaboration with Owner</b> ( <i>Emotional Intelligence, Team Building, Partnering, Project-First Mindset</i> )	<b>20</b>
2.	<b>Demonstrated Experience of Successful Projects of Similar Scope and Complexity</b> ( <i>Technical Qualifications, Capacity to Perform, Cost Estimating</i> )	<b>20</b>
3.	<b>Design Management and Design Excellence</b> ( <i>Technical Qualifications, Design Ethos, Life Cycle Cost, Sustainability, Capacity to perform</i> )	<b>20</b>
4.	<b>Project Controls</b> ( <i>Safety, Quality, Communication Methods and Mediums, Waste Minimization, Progress Monitoring and Course Correction, Closeout Procedures and Documentation</i> )	<b>15</b>
5.	<b>Design-Build <del>Construction</del> Experience</b> ( <i>Technical Qualifications, Past Performance, Capacity to Perform, References</i> )	<b>15</b>
6.	<b>Building Design for People who are Blind or Visually Impaired</b> (past performance in design and build for people who are blind or visually impaired)	<b>10</b>
	<b>Maximum SOQ Points</b> <input type="checkbox"/>	<b>100</b>

C. The relative weights of the Evaluation Criteria for the **Proposal** are as follows:

	<b>PROPOSAL CRITERIA</b>	<b>WEIGHTING (max. points)</b>
<b>Mandatory Responsiveness Items (not scored)</b>		
	<b>Acceptance of Contract, Bonding and Insurance</b> ( <i>Ability To Provide Performance And Payment Bond</i> )	<b>Not scored</b>
<b>Scored Items</b>		
1.	<b>Overall Management Approach; Ability to Meet Time and Budget Requirements, including Recent, Current, and Projected Workloads of the Firm; Location</b> (Management Plan)	<b>20</b>
2.	<b>Design Development and Management</b>	<b>25</b>
3.	<b>GMP Development Plan</b>	<b>25</b>
4.	<b>Project Sequencing and Scheduling</b>	<b>25</b>
5.	<b>Safety</b>	<b>5</b>
	<b>Maximum Points</b> <input type="checkbox"/>	<b>100</b>

D. The relative weights of the Evaluation Criteria for the entire procurement are as follows:

	<b>CRITERIA</b>	<b>WEIGHTING (max. points)</b>
1.	<b>SOQ</b>	<b>20</b>
2.	<b>Proprietary Meeting</b>	<b>20</b>
3.	<b>Proposal</b>	<b>35</b>
4.	<b>Interview</b>	<b>20</b>
5.	<b>Price Factor</b>	<b>5</b>
Total		<b>100</b>

E. The Selection Panel will evaluate each of the above criteria according to the weights set forth above and the guidelines set forth in Section 2.6.D of the RFQ. The OWNER will determine the Highest Scored Finalist and notify all Finalists in writing of its determination.

F. In evaluating each of the criteria, the Selection Panel will identify significant and minor strengths and weaknesses from the submissions. The Selection Panel will then use the following guidelines to evaluate the submissions and determine the number of points for each

Evaluative Criteria based on the percentages assigned in the RFQ, the RFP and any addenda. In the Description below, the term “Proposer” including both Proposers in the SOQ phase as well as Finalists in the RFP phase of the procurement.

**1. Definition of “strength” and “weakness”:**

- a. The term “strength” ultimately represents a benefit to the Project and is expected to increase the Proposer’s ability to meet or exceed the Project Goals and meet the definition of Design Excellence. A minor strength has a slight positive influence, and a significant strength has a considerable positive influence on the Proposer’s ability to exceed the Project Goals and meet the definition of Design Excellence.
- b. The term “weakness” detracts from the Proposer’s ability to meet the Project Goals or the definition of Design Excellence and may result in inefficient or ineffective performance. A minor weakness has a slight negative influence, and a significant weakness has a considerable negative influence on the Proposer’s ability to exceed the Project Goals and meet the definition of Design Excellence.

**2. Scoring:**

- a. **Excellent** (81-100 percent): The Evaluative Criteria demonstrates an approach that is considered to exceed the Project Goals and the RFQ or RFP requirements and provide a consistently outstanding level of quality. For the Evaluative Criteria to be considered *Excellent*, it must be determined to have significant strengths and/or a number of minor strengths and few or no appreciable weaknesses. The minimum allocation of points for *Excellent* is 81 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths will result in a higher percentage, up to a maximum of 100 percent. An Evaluative Criteria that is evaluated as Excellent is considered to present virtually no risk that the Proposer would be unsuccessful in delivering the Project to the Owner's/LHOB satisfaction and would most likely exceed all Project Goals and meet the definition of Design Excellence.
- b. **Good** (61-80 percent): The Evaluative Criteria demonstrates an approach that is considered to meet the RFQ or RFP requirements in a beneficial way (providing advantages, benefits, or added value to the Project) and offers quality. For the Evaluative Criteria to be considered *Good*, it must be determined to have strengths and few, if any, significant weaknesses. Minor weaknesses are offset by strengths. The minimum allocation of points for *Good* is 61 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weaknesses will result in a higher percentage, up to a maximum of 80 percent. There is little risk that the Proposer would be unsuccessful in delivering the Project to the Owner’s/LHOB’ satisfaction and would most likely meet all Project Goals and may meet the definition of Design Excellence.
- c. **Fair** (41-60 percent): The Evaluative Criteria demonstrates an approach that contains minor and/or significant weaknesses and limited appreciable strengths. The minimum allocation of points for *Fair* is 41 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 60 percent. There is some risk that the Proposer would be unsuccessful in delivering the Project to the Owner's/LHOB’ satisfaction

and meeting the Project Goals or the definition of Design Excellence.

- d. **Deficient** (0-40 percent): The Evaluative Criteria demonstrates an approach that contains significant weaknesses and no appreciable strengths. The minimum allocation of points for *Deficient* is 0 percent. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 40 percent of the maximum points available for a given evaluation criterion. It is expected that the Proposer would not be able to deliver the Project to the Owner's/LHOB' satisfaction and meet the Project Goals or the definition of Design Excellence. The OWNER, at its sole discretion, may reject any Proposal deemed *Deficient* in fulfilling the requirements of the RFQ or RFP requirements.
  - e. **Non-Responsive:** Does not meet the Minimum Qualifications required for evaluation. In addition, the OWNER, at its sole discretion, may reject any evaluative Criteria deemed non-responsive to any of the requirements of the RFQ or RFP.
- G. The OWNER Selection Panel will review and evaluate the SOQ, the Proposal, the Proprietary Meetings/Interview, and the Price Factor in accordance with the published evaluation criteria. The RFP Selection Panel may be the same as the RFQ Selection Panel.
  - H. OWNER will provide written notification of the firms selected as Finalists. At the request of a Proposer not selected as a Finalist, OWNER will provide the requesting Proposer with a scoring summary of the evaluation factors for its SOQ.
  - I. To be responsive to the RFP, Finalists must indicate they will substantially agree with proposed contract, (Attachments 1 and 1a), the General Conditions, (Attachment 2), and Attachment B – Scope of DB Services (Attachment 3).
  - J. OWNER will open the Price Factor Forms after the Proposals have been scored and award the points according to the process set forth above.
  - K. OWNER will provide written notification to all Finalists of the selection decision and make a selection summary available to all Proposers within two business days after notification of the selection decision.

## 2.7 NEGOTIATION AND CONTRACT

### A. CONTRACTING PROCESS

This Design-Build procedure including a 2-phase Contract incorporated by reference:

1. Phase 1 including establishing major Design elements and negotiating a price within the MADCC for completing the project.
2. Phase 2 of the Contract governs the completion of Design, construction, commissioning, performance guarantees and other aspects of scope and terms sufficient to complete the project.

Additional general terms and conditions are incorporated into the Design-Build Contract in this process.

- B. At Owner's/LHOB' discretion, it will initiate negotiations with the Highest Scored Finalist. If the OWNER is unable to execute a contract with the Highest Scored Finalist, negotiations with the Highest Scored Finalist may be suspended or terminated, and the OWNER may proceed to negotiate with the next Highest Scored Finalist. The OWNER will continue in accordance with this procedure until a contract agreement is reached or the selection process

is terminated. Negotiations are at the Owner's/LHOB' sole discretion. By submitting a Proposal pursuant to the RFP, the Finalist represents and warrants that it will enter into the contract provided by the OWNER subject to the terms set forth in its Proposal.

C. The Design-Build Contract is set forth in **Attachment 1**.

## SECTION 3 – SOQ SUBMISSION

### 3.1 FORMAT

A. Proposers shall submit SOQs in the following format:

1. An electronic copy in text searchable PDF format uploaded containing the above-listed RFQ information.
2. SOQ's are limited to twenty-five (25) 8.5"x11" numbered pages. Font size shall be no less than 10 point. 11"x 17" page size may be used and will be counted as one page only for schedules, charts or pictures. Any other content with text on 11 x 17 will be counted as two pages.
3. The body of the SOQ must be organized according to Section 3.2 below.
4. The following submissions are not included in the page count
  - a. Letter of interest or cover letter;
  - b. Identification of Projects Table;
  - c. Resumes of Key Team Members;
  - d. Divider tabs, provided that they contain no substantive content; and
  - e. Cover pages, provided that they contain no substantive content.

Submit the following as separate electronic files (and not included in page count)

- f. Statement from surety of Proposer's Ability to Provide a Performance and Payment bond;
  - g. Statement from insurance broker of Proposer's Ability to meet the OWNER' Insurance Requirements;
  - h. Representative QA/QC plan that was developed and implemented for a similar project. This is considered part of the scoring criteria for Demonstrated Experience of Successful Projects of Similar Scope and Complexity.
- B. Faxed or emailed submittals will not be accepted. Proposers are responsible for ensuring receipt of the SOQ at LHOB by the deadline stated above and should take into account potential delays that may occur when using a delivery service. Submittals received after the deadline will be returned unaccepted.
- C. **SOQs that exceed the page limit may be rejected.** OWNER at its sole discretion, reserves the right to reject SOQs that exceed the page limit or to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement.
- D. Please submit electronically using these instructions:

### **Submittal Requirements**

Only electronic submittals will be accepted. Electronic submittals must be sent via email as a single PDF file, and must be received by LHOB no later than the date and time specified above.

Please submit PDF to Jillian Gonzales via email at [jgonzalez@lhob.org](mailto:jgonzalez@lhob.org) or via phone (954) 463-4217 ext. 145.

**All submittals must be received no later than Friday, September 29, 2023, prior to 2:00 PM.**

E. Any addenda issued for this RFQ and RFP will be published at the following website address: <https://www.lhob.org/doing-business-lighthouse> Proposers are responsible for checking the website for any addenda prior to submission of qualifications and proposals. If you are unable to download the addenda, you may contact the individual noted at the end of this RFQ.

## **3.2 SOQ ORGANIZATION AND CONTENT**

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by describing the technical and management qualifications of the Proposer, Team Members, and individual Key Team Members. The Proposer is responsible for ensuring that contact information contained in their referenced project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Proposers should focus the narrative how their past experience on Projects of Similar Scope and Complexity will assist the OWNER in exceeding the Project Goals and achieving Design Excellence. Emphasis will be placed on experience and expertise in performing substantive work on Projects of Similar Scope and Complexity, as defined in Section 2.1.O. The OWNER reserve the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The OWNER also reserve the right to award more points to successful projects in which Proposer, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ content below corresponds with the Criteria set forth in Section 2.6.B. The maximum number of points for each Criterion is set forth in Section 2.6.B.

SOQs shall consist of the following parts and shall be organized as follows.

### **A. Letter of Interest** *(Not included in the page count, maximum 2 pages, No points)*

The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Proposer and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed team members of the Contractor and Architect for the Project and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

### **B. Pass/Fail Criteria**

#### **Financial Capacity**

The OWNER, in its sole discretion, will determine whether the firm identified to be the contracting entity has the financial capacity to deliver the project, based on statements of



ability to provide insurance and bonds. OWNER may reject those SOQs which it judges to fail that criterion.

**C. Technical Competence and Management Qualifications** *(Included in the page count)*

**1. Team Organization, Team Members, Key Team Members, and Collaboration**

- a.** Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from Design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. Based on the information available to the Design-Builder, enumerate the proposed percentage of time that the Design-Builder intends to assign this individual to the Project. At a minimum identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals. Provide resumes of Key Team Members below as required in Section 3.2.D.1
  - i.** Person responsible for the overall management of the project and Design-Build contract;
  - ii.** Designer of Record;
  - iii.** Person responsible for Design management/preconstruction manager and coordination between the disciplines;
  - iv.** Person responsible for overall construction management and coordination/clash detection between LHOB;
  - v.** Person responsible for on-site field supervision and direction of construction (Superintendent);
  - vi.** Safety officer;
  - vii.** Person responsible for quality assurance;
  - viii.** Person responsible for cost estimating;
  - ix.** Person responsible for cost controls and budgeting; and
  - x.** Person responsible for scheduling.
- b.** Provide a narrative regarding the Team and include the following information:
  - i.** Describe the benefits of the team structure and the benefits that each Team Member and Key Team Member provides to the Project, specifically explaining how the Design-Build Team and Key Team Members will achieve Design Excellence and exceed the Project Goals.
  - ii.** Identify how the Design and construction resources of your team will be integrated into a cohesive Design-Build organization, including a description of the management strategies, internal communication protocols, coordination tools, and planning efforts that you will employ, to ensure an effective project.
  - iii.** Describe the Team's past performance working together and/or Describe the steps the Team has taken to promote integration and a collaborative working environment. The OWNER reserves the right to award more points to those teams

who have worked together in a collaborative delivery model. If the Team has not worked together, Describe the efforts the Team has undertaken to create a collaborative teaming environment.

## **2. Demonstrated Experience of Successful Projects of Similar Scope and Complexity**

- a.** Describe the Team's past performance in successfully managing Design-Build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of Design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved. List all projects cited in the SOQ in the Identification of Projects table as required in Section 3.2.D.2. All projects listed on individual resumes are not required to be included in the "Identification of Projects" table. The table should include projects that represent the proposed team.
- b.** Profile at least three (3) completed Design-Build Projects of Similar Scope and Complexity and describe their similarities to the project. If the Proposer has not completed three Design-Build projects, list three projects which were successfully completed and which provide the Proposer with the necessary experience and skills to successfully complete the project.
  - i.** Describe how Team Members have used collaborative, innovative Design and construction techniques and/or state of the art technology and sustainability measures to achieve the owner's goals, Design Excellence, increase safety, and/or enhance communication and collaboration.
  - ii.** Note each Key Team Member who had a material role in each Project of Similar Scope and Complexity described.
- c.** Representative QA/QC plan that was developed and implemented for a similar project (to be submitted separately from the SOQ.)

## **3. Design Management and Design Excellence**

- a.** Describe the Design-Builder's past performance in managing the Design process and collaborating with owner's representatives and stakeholders to achieve Design Excellence in Projects of Similar Scope and Complexity. Include a Description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b.** Describe instances where the Team has achieved Design Excellence for previous owners on Projects of Similar Scope and Complexity. Explain how your successes on those projects will predict success on this project;
- c.** Describe the tools and resources used by the Team for Design services, including a description of the Building Information Modeling system or other specialized software or processes the Team would utilize for this Project.

## **4. Project Controls**

- a.** Describe the Team's past performance with Progressive Design-Build or similar integrated projects, development and management of Project budgets, including collaboratively developing a GMP and/or flexible scope within a fixed GMP with an

owner.

- b.** Discuss how the estimating and cost monitoring reporting process provided substantive and meaningful information to the owner.
- c.** Describe any issues or problems that arose on the projects discussed in this section and how those issues or problems were resolved.

## **5. Design-Build Construction Experience**

- a.** Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a Description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b.** Include in the narrative the Team's approach to the following:
  - i.** Utilizing means and methods and/or sequencing construction activities to maximize efficiency and minimize impact on the owner;
  - ii.** Assessing whether the Design-Builder has achieved performance requirements;
  - iii.** Change orders; and
  - iv.** Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

## **D. ATTACHMENTS TO THE SOQ** *(Not included in the page count)*

Provide the following attachments to the SOQ.

### **1. Resumes of Key Team Members**

Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information at a minimum. The resumes will not be evaluated separately. Rather, the resumes will be evaluated in the context of the criteria set forth in Section 3.2.C.2.

- a.** Description of the individual's proposed Project role;
- b.** Identification of employer and number of years employed by the firm;
- c.** Educational background, professional licenses, and/or certifications;
- d.** Experience relevant to their proposed role on the Project and how their experience will benefit this Project;
- e.** Specific roles and responsibilities for each project listed; and
- f.** Two professional references with phone and email contact information. Please alert professional references that an OWNER representative will be contacting them during the selection process.

### **2. Identification of Projects Table**

The Proposer must submit an Identification of Projects Table with the required information set forth herein. The Identification of Projects Table may be submitted on 8.5" x 14" paper or 11x17 format may be used. Please format in such a way that the document may also be printed on 8.5x11 sheets, and may be no more than two pages in length. The Proposer is responsible for ensuring that contact information contained in their Identification of Projects is correct. The inability to contact a reference may have a

detrimental impact on the evaluating qualifications. The OWNER reserves the right to contact any person listed in the Identification of Projects or any other person with knowledge regarding any Project in which any Design-Build Team Member or Key Team Member participated. The identification of projects will not be evaluated separately. Rather, the projects will be evaluated in the context of the criteria set forth in Section 2.6.B.

- a. Name of project;
- b. Owner;
- c. Location of project (include address);
- d. Delivery method;
- e. Name of each Design-Build Team Member and Key Team Member who is proposed for this Project who played a significant role on the listed project, including an identification of their project function;
- f. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- g. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates;
- h. Identify whether there was a MWBE/Disadvantaged or other Business Equity Goal, the amount of the goal, and the actual performance against the goal; and
- i. Project contact information of the Owner or customer and their role on the project (current address, e-mail, and phone number) who can verify the characteristics of the listed project.

**3. Financial Capacity – Bonding and Insurance Statements (submitted separately from SOQ file)**

Submit one copy of bonding and insurance statements (none of which are included in the page count), in a sealed envelope marked “Confidential Financial Material in Response to the RFQ.” This financial information will not be copied or distributed except as needed in the financial review process and will not be provided for other firms to review, except as required by law.

**4.1 PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. All members of the Design Build Team and the OWNER’ team will be required to sign a confidentially agreement after this RFP is issued.
- B. All documents related to the procurement shall remain confidential until announcement of the highest scoring Finalist. OWNER shall maintain the confidentiality of proposer’s information marked confidential or proprietary. If a request is made for the proposer’s proprietary information, OWNER will notify proposer of the request and of the date that the records will be released to the requester unless proposer files a motion to enjoin that disclosure, or the requester and proposer reach an agreement on the extent of such disclosure, which agreement will be forwarded to OWNER by the requester prior to the date for disclosure. If proposer fails to obtain the requester’s agreement or the court order enjoining disclosure, OWNER will release the requested information on the date specified.
- C. Any information contained in the documents that is proprietary or confidential must be clearly

Designated. Each selection claimed to be exempt from disclosure must reference the specific basis claimed under state or federal law that provides for the nondisclosure of your information. Marking of an entire document or entire Sections of a document as proprietary or confidential will not be accepted nor honored. OWNER' sole responsibility with regard to matters in the documents marked confidential or proprietary shall be limited to maintaining the information in a secure area and notification of proposer of any request(s) for disclosure.

## **SECTION 5 – ATTACHMENTS**

**Please note the following additional information that is part of this RFQ:**

- Attachment I:** Designated Point of Contact for Design-Build Team
- Attachment II:** Draft Contract
- Attachment III:** Proposed GMP Amendment to the Contract Attachment 2 – General Conditions
- Attachment IV:** New Building Photographs & Schematics
- Attachment V:** Vicinity Map

**COMMUNICATIONS:** All communications regarding this RFQ should be addressed to the LHOB Point of Contact: Jillian Gonzalez, Project Manager, LHOB, Jillian Gonzalez, LHOB Project Manager (LHOB/PM), [jgonzalez@lhob.org](mailto:jgonzalez@lhob.org) or (954) 463-4217 ext 145.

*ATTACHMENT I*

*Designated Point of Contact for Design-Build Team*

<b>First Name:</b>		
<b>Point of Contact Name &amp; Title:</b>		
<b>Email:</b>		<b>Telephone:</b>
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>

## **ATTACHMENT II**

### **Contract Between Owner and Design-Builder**

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This **CONTRACT** is made and entered into by and between the following parties, for services in connection with the Project identified below. This Contract shall be effective on the date of the last signature.

**OWNER:**                      **Lighthouse of Broward for the Blind & Visually Impaired (LHOB)**  
**650 North Andrews Avenue**  
**Fort Lauderdale, FL 33324**

**DESIGN-BUILDER: TBD**

**PROJECT:**                      **LHOB New Facility**  
**#2023-0018**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Contents

Introduction

Article 1 – General

Article 2 – Interpretation and Intent

Article 3 – Design-Builder's Services and Responsibilities

Article 4 – Owner's/DES' Services and Responsibilities

Article 5 – Contract Time – Phase 1

Article 6 – Fee Percentage

Article 7 – Liquidated Damages Amount

Article 8 - Representatives of the Parties

Article 9 – Dispute Resolution

ATTACHMENTS

## INTRODUCTION

The Project consists of the Work described in the Owner's Project Criteria and the Basis of Design Documents, as applicable, and is a single contract with two phases. Phase 1 of the project will generally include design and other services culminating in the Design-Builder providing to the Owner a Guaranteed Maximum Price (GMP) Proposal. Provided the parties agree to the terms, Phase 2 shall begin when the Parties enter into the GMP Amendment. The Scope of Work for Phase 2 shall be set forth in the GMP Amendment; however, at a minimum, such scope shall include the completion of design, construction, coordination with commissioning agent, performance guarantees, GMP, and other aspects of scope and terms sufficient to complete the project.

## ARTICLE 1 – GENERAL

- 1.1 Duty to Cooperate.** Owner and Design-Builder (Parties) commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.
- 1.2 Definitions.** Terms, words and phrases used in this Contract shall have the meanings given them in the "General Conditions of Contract Between Owner and Design-Builder" (General Conditions), (Attachment A).

## ARTICLE 2 – INTERPRETATION AND INTENT

- 2.1 Contract Documents.** The Contract Documents are comprised of the following which are incorporated by reference, and are in order of precedence:
- A. All written modifications, amendments, and change orders to the Contract, including but not limited to the GMP Amendment and its attachments, the most recent take precedence over previous documents;
  - B. The Contract;
  - C. The General Conditions;
  - D. The Owner's Project Criteria, including but not limited to, Request for Qualifications, Request for Proposals and any Addenda;
  - E. Design-Builder's Statement of Qualifications and its Proposal submitted in response to the Owner's Request for Proposals, and Design-Builder's GMP Proposal, submitted in Phase 1 of this Contract, as accepted by Owner;
  - F. Construction Documents prepared and approved in accordance with Section 2.3.F of the General Conditions; and
  - G. Attachment B Scope of DB Services.

The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or



ambiguities between or among the Contract Documents are discovered after execution of the Contract, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed

- 2.2** Terms, words and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.
- 2.3** The Contract Documents form the entire Contract and are fully binding on the parties. No oral representations or other Contracts have been made by the Parties except as specifically stated in the Contract Documents.

### **ARTICLE 3 – DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES**

#### **3.1 Phase 1 – Validation and GMP Development Period**

- A. Scope of Work for Phase 1.** Phase 1 shall commence upon a written Notice to Proceed from the Owner and shall end on the Phase 1 Completion Date as set forth below. The services to be provided by the Design Builder during the Phase 1 are set forth in Attachment B “Phase 1 and Phase 2 Scope of Services”.
- B. Phase 1 Not to Exceed Amount.** Design Builder guarantees that during Phase 1, Design Builder’s Compensation shall not exceed the Phase 1 Not to Exceed Amount (“Phase 1 NTE”) of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Design Builder agrees that it will be responsible for paying all costs of completing the Phase 1 Work which exceed the Phase 1 NTE and shall not seek reimbursement from the Owner for any costs that exceed the Phase 1 NTE, as adjusted in accordance with the Contract Documents including by written Change Order.
- C. Phase 1 Completion Date.** The Phase 1 Completion Date is \_\_\_\_\_.
- D. Maximum Allowable Design and Construction Cost.** The Maximum Allowable Design and Construction Cost (“MADCC”) is One Million and five hundred thousand Dollars (\$1,500,00).
- E. Design Builder’s Phase 1 Compensation.** Design Builder’s compensation for Work performed in Phase 1 shall consist of the following:
  - 1. The Cost of the Work as set forth in Section 6.5 of the General Conditions, for Work performed in Phase 1; and.
  - 2. The Design-Builder’s Fee Percentage, which shall be multiplied by the Cost of the Work for Phase 1.
- F. GMP Proposal.** At the conclusion of Phase 1, the Design Builder will submit a GMP Proposal pursuant to the requirements set forth in Attachment B. Unless the Parties agree otherwise, the GMP Proposal shall include the deliverables set forth in Attachment B, including but not limited to the following:
  - 1. A proposed GMP for the cost of completing all remaining Work on the Project, up to and including Final Completion of the Project. The GMP shall be less than or equal to the MADCC, unless the Parties agree in writing otherwise. Unless the parties agree otherwise, the GMP Proposal shall include the documents listed in Section 1.07.C of Attachment B:

**G. Owner's Option to Enter Into Phase 2**

1. After submission of the GMP Proposal, Design Builder and Owner shall meet to discuss and review the GMP Proposal. The Owner shall make its best efforts to provide such comments within thirty (30) days of the Owner's receipt of the GMP Proposal, unless the Owner provides notification that it requires additional time for review. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings in a reasonably prompt manner. If appropriate, Design Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal. To assist in the Owner's review of the GMP Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the GMP Proposal. The Owner shall make its best efforts to review any revised GMP Proposal within thirty (30) days of receipt of the revised GMP Proposal.
2. The Owner, at its sole discretion, may exercise its option to enter into Phase 2 of the Contract and accept the GMP Proposal.
  - a. The Owner shall notify the Design Builder within thirty (30) days of receipt of the GMP Proposal of its decision whether or not to exercise its option to enter into Phase 2.
  - b. If the Owner accepts the GMP Proposal, the parties shall enter into the GMP Amendment. The total compensation paid to Design Builder for this Project shall not exceed the GMP, as amended pursuant to this Contract.
  - c. The Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design Builder, the GMP Proposal shall be deemed accepted and the Parties shall proceed in accordance with Section 3.1.F.1.a. above.
  - d. If Owner decides not to exercise its option to enter into Phase 2 and notifies Design Builder in writing or rejects the GMP Proposal, then the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:
    - i. The Owner may authorize Design Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 3.1.E. above as supported by Design-Builder's Payment Applications and subject to the Phase 1 Not to Exceed Amount; or
    - ii. If the Owner elects not to exercise its option to enter into Phase 2, the Design-Builder shall be compensated for the amount incurred pursuant to Section 3.1.E. above, as supported by Design-Builder's Payment Applications and subject to the Phase 1 Not to Exceed Amount. The compensation set forth herein shall be the Design-Builder's sole compensation for the Project if the Owner elects not to exercise its option to enter into Phase 2, and the Design Builder hereby agrees that it will not seek any other compensation, remedy or damages of any kind whatsoever if the Owner elects not to exercise its option to enter into Phase 2.
3. The Design Builder shall not perform any Work after the submission of the GMP Proposal unless the Owner exercises its option to enter into Phase 2 and has approved and signed the GMP Proposal unless the Design Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that

such Work is expressly described in writing in such written consent.

4. If the Design Builder performs Work after the submission of the GMP Proposal but before the Parties enter into the GMP Amendment, Design Builder shall be compensated pursuant to Section 3.1.E. of the Contract; however, in no case shall the Design Builder be entitled to be paid in excess of the Phase 1 NTE, as amended by the Parties.

### 3.2 Phase 2, Post GMP Period.

- A. **Commencement and Scope of Work.** Phase 2 shall commence when the Owner exercises its option to enter into Phase 2 and both Parties sign the GMP Amendment. Phase 2 is the final phase of the Contract. The scope of Work for Phase 2 will be developed during Phase 2 and set forth in the GMP Amendment, but it will, at a minimum, include the services set forth in Attachment B, including but not limited to the following:
  1. Completion of the design services and the development of Construction Documents for the Project,
  2. Performance and completion of construction work, start-up, testing and commissioning and closeout of the Project in accordance with the requirements of the Contract Documents; and
  3. Any ongoing contractual obligations after Final Completion, such as guarantees, warranty services, and/or obligations to provide insurance and indemnity to the Owner.
- B. **Guaranteed Maximum Price.** The GMP Amendment shall establish a binding GMP between the Parties. Design Builder agrees that it will be responsible for paying all costs of completing the Phase 2 Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Execution of the GMP Amendment constitutes Design Builder's representation and agreement to the following:
  1. The Project is adequately defined in the Basis of Design Documents to provide an accurate Guaranteed Maximum Price;
  2. The Project is sufficiently clear and understandable for the Design Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the GMP and within the Project Schedule; and
  3. If the Work cannot be completed for the agreed GMP, any additional costs shall be the responsibility of the Design Builder, and Design Builder hereby assumes liability for such costs without reimbursement by the Owner.
- C. **Project Schedule.** The Substantial and Final Completion Dates will be set forth in the GMP Amendment. By entering into the GMP Amendment, the Design-Builder makes the following representations:
  1. The Project Schedule is sufficient time to complete the Project in accordance with the GMP Amendment and the Contract Documents.
  2. If the Design-Builder fails to achieve Substantial Completion by the date set forth in the GMP Amendment, the Design-Builder will pay liquidated damages in the amount set forth in Section 7.1 of the Contract as agreed compensation to Owner/DES for the cost of delay and not as a penalty.
- D. **Design Builder's Compensation.** Design Builder shall be compensated for Phase 2 for the following costs up to the established GMP.

1. The Cost of the Work as set forth in Section 6.5 of the General Conditions for Phase 2 Work.
  2. The Design-Builder's Fee allocated to Phase 2 Work, calculated pursuant to Section 6.4.A. of the General Conditions;
- E. Any costs incurred in excess of the GMP shall be the responsibility of the Design Builder.
- 3.3 Inability to Execute Phase 2 Between Owner and Design-Builder – GMP.** Phase 1 of the Contract is solely for Preliminary Services and Design Services as defined in Sections 2.1 and 2.2. Owner and Design-Builder recognize that they may not be able to negotiate a GMP for this project. In that event, this Contract will be terminated, and Design-Builder will be paid the reasonable value of its documented services to the date of termination and will not be entitled to any other compensation, damages, loss of profits or payment of any other kind.
- 3.4 Prevailing Wages.** The location of the Project is Broward County. See General Conditions for requirements.

#### ARTICLE 4 – OWNER'S SERVICES AND RESPONSIBILITIES

- 4.1 Performance.** Owner shall throughout the performance of this Contract cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, so as not to delay or interfere with Design-Builder's performance of its obligations under this Contract.
- 4.2 Owner's Project Criteria.** Owner shall provide Design-Builder with relevant information regarding the Project for developing the BOD.
- 4.3 Owner Provided Information.** To the extent deemed necessary by the Parties, Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:
- A. Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
  - B. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
  - C. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;
  - D. To the extent available, as-built and record drawings of any existing structures at the Site; and
  - E. To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.
- 4.4 Reliance on Owner Provided Information.** The Owner Provided Information contains design or prescriptive specifications, and the Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner Provided Information, including any performance specifications, but only for the purposes of developing the Phase 1 Level of Effort,

the Phase 1 Not to Exceed Amount.

Notwithstanding the above, Design-Builder is required to perform an independent evaluation of the Owner Provided Information during Phase 1 as set forth in Attachment B to the Contract and may not rely on the Owner Provided Information for the purposes of performing the Work. Provided Design-Builder complies with other requirements set forth in the Contract Documents regarding entitlement to adjustment of Commercial Terms, such as but not limited to those regarding notice of claims to the Owner and identification of differing site conditions, Design-Builder may be entitled to an adjustment in the Phase 1 Not to Exceed Amount, but only to the extent Design-Builder's cost and/or time of performance have been adversely impacted by materially inaccurate design or prescriptive specifications in the Owner Provided Information that is discovered in Phase 1.

**4.5** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

**4.6 Basis of Design Documents.** Owner shall collaborate with the Design-Builder in development of Basis of Design Documents.

## ARTICLE 5 – CONTRACT TIME – PHASE 1

**5.1 Notice to Proceed.** Design-Builder shall commence performance of the services set forth in this Contract upon receipt of Notice to Proceed. Design-Builder shall complete such services no later than (TBD date to finish Phase 1/GMP).

**5.2 Interim Dates.** Interim milestone dates, if any, of identified portions of the services set forth in this Contract shall be achieved as described in a separate attachment to this Contract.

## ARTICLE 6 – FEE PERCENTAGE

**6.1 Fee Percentage.** Design Builder's Fee Percentage shall be:

\_\_\_\_\_ percent (\_\_\_\_\_) (%) of the Cost of the Work set forth in Section 6.5 of the General Conditions.

## ARTICLE 7 – LIQUIDATED DAMAGES AMOUNT

**7.1** Liquidated Damages for Delay.

*[alternate provision]* Design-Builder agrees that if Substantial Completion is not attained by \_\_\_\_\_ (\_\_\_\_\_) days after the Scheduled Substantial Completion Date (the "LD Date")

Design-Builder shall pay Owner \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

## ARTICLE 8 - REPRESENTATIVES OF THE PARTIES

**8.1** Owner's Representatives.

A. Owner designates the individual listed below as its Senior Representative, which individual

has the authority and responsibility for avoiding and resolving disputes under Section 10.2.B of the General Conditions:

Jillian Gonzalez  
650 North Andrews Avenue,  
Fort Lauderdale, FL 33311  
954-552-7822 ext. 145  
[jgonzalez@lhob.org](mailto:jgonzalez@lhob.org)

- B. Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.2 of the General Conditions:

Jillian Gonzalez  
650 North Andrews Avenue,  
Fort Lauderdale, FL 33311  
954-552-7822 ext. 145  
[jgonzalez@lhob.org](mailto:jgonzalez@lhob.org)

## **8.2 Design-Builder's Representatives.**

- A. Design-Builder designates the individual listed below as its Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.B. of the General Conditions:

**TBD**

- B. Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Article 2 of the General Conditions:

**TBD**

## **ARTICLE 9 – DISPUTE RESOLUTION**

**Dispute Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Dispute resolution processes shall be in accordance with Article 10 of the General Conditions of the Contract Between Owner and Design Builder.

## **ATTACHMENTS:**

The following documents, whether attached or not, are incorporated by reference and made a part of this Contract:

- A. General Conditions of the Contract Between Owner and Design-Builder.
- B. Phase 1 and Phase 2 Scope of Design Build Services
- C. Owner’s Project Criteria
- D. Hourly Rates
- E. Design-Builder’s Proposal
- F. Owner/DES-specified CAD Standards
- G. Other attachments cited

In executing this Contract, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
*(Name of Owner)*

\_\_\_\_\_  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT III:**

**Proposed GMP Amendment to the Contract**  
**General Conditions**

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Pursuant to Article 3.2.A. in this Contract, the Contract is amended by agreement of the Parties with the following additional articles, adding Phase 2 Services to the Contract. All other terms and conditions remain in full force and effect. This Amendment shall be effective on the date of the last signature.

**Contents**

- ARTICLE 10 – SCOPE OF WORK**
- ARTICLE 11 – CONTRACT TIME – PHASE 2**
- ARTICLE 12 – CONTRACT PRICE**
- ARTICLE 13 – ELECTRONIC DATA**



## ARTICLE 10 – SCOPE OF WORK

**10.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents, including but not limited to the attached Basis of Design Documents.

## ARTICLE 11 – CONTRACT TIME – PHASE 2

**11.1 START OF PHASE 2.** The Work in Phase 2 shall commence within five (5) days of execution of this Amendment, unless the parties mutually agree otherwise in writing.

### **11.2 Substantial Completion and Final Completion.**

- A. Substantial Completion of the entire Work shall be achieved within **TBD** calendar days after the start of Phase 2.
- B. Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.L of the General Conditions.
- C. All of the dates set forth in this Article 11 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions.

**11.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**11.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Substantial Completion Date, Designer-Builder shall pay Owner, subject to adjustments made in accordance with the General Conditions, \$ **TBD** as liquidated damages for each day that Substantial Completion is not achieved. All other requirements related to liquidated damages are in Section 8.4.A of the General Conditions.

## ARTICLE 12 – CONTRACT PRICE

**12.1 Contract Price.** The Contract Price is the Guaranteed Maximum Price, \$ **TBD** that shall be paid to Design-Builder. The Contract Price shall be complete compensation for all Work to be performed by Design-Builder under the Contract Documents. The Contract Price shall be subject to adjustment in accordance with Article 9 of the General Conditions.

**A. The Guaranteed Maximum Price breakdown includes the following:**

1. Proposal Effort in the amount of \$ \_\_\_\_\_.
2. Phase 1 in the amount of \$ \_\_\_\_\_.
3. Phase 2 in the amount of \$ \_\_\_\_\_.

**B. This amount adds the Proposal Effort and Phase 1 in the amount of \$ \_\_\_\_\_**

**12.2 GMP Savings.** 100 percent of savings shall be retained by the Owner.

**ARTICLE 13 – ELECTRONIC DATA**

**13.1 Electronic Data.** In addition to the requirements set forth in Article X of the General Conditions for electronic data, Design-Builder shall comply with the requirements of DES [or Owner-specified] CAD Standards, in the performance of services under this Contract, incorporated by reference. **Attachment:** The following documents are hereby incorporated by reference and made a part of this Agreement, as if set forth herein in full:

1. Guaranteed Maximum Price pursuant to Section 2.05.C of Attachment B to the Contract (“Attachment B”);
2. List of Assumptions (Section 2.05.C.2.a of Attachment B)
3. Material Changes (Section 2.05.C.2.b of Attachment B)
4. Basis of Design Documents pursuant to Section 2.04 of Attachment B;
5. Project Schedule pursuant to Section 2.02 D of Attachment B;
6. Schedule of Values pursuant to Section 2.05.C of Attachment B;
7. BIM Model and Execution Plan pursuant to Section 2.03.B of Attachment B;
8. Subcontractor Procurement Procedure pursuant to Section 2.06 of Attachment B;
9. Project Specific Safety Plan pursuant to Section 2.07.B of Attachment B;
10. Project Phasing/Staging Analysis pursuant to Section 2.08 of Attachment B;
11. Permitting Strategy Plan pursuant to Section 2.09 of Attachment B;
12. QA/QC Plans pursuant to Section 2.10 of Attachment B;
13. Contract Close Out Plan pursuant to Section 2.11 of Attachment B;
14. Differing Site Conditions Report pursuant to Section 2.12 of Attachment B;
15. Updated Responsibilities Matrix pursuant to Section 2.13 of Attachment B.

Terms and conditions relating to any Services required under this Agreement as may apply from the Contract Documents, including the Guaranteed Maximum Price Contract and the General Conditions of the Contract Between Owner/DES and Design Builder (as provided in the Request for Proposals).

In executing this Contract, Owner/DES and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
*(Name of Owner)*

\_\_\_\_\_  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

***Attachment IV***

**New Building Photographs & Schematics**

**1. Front of building-overhang work**

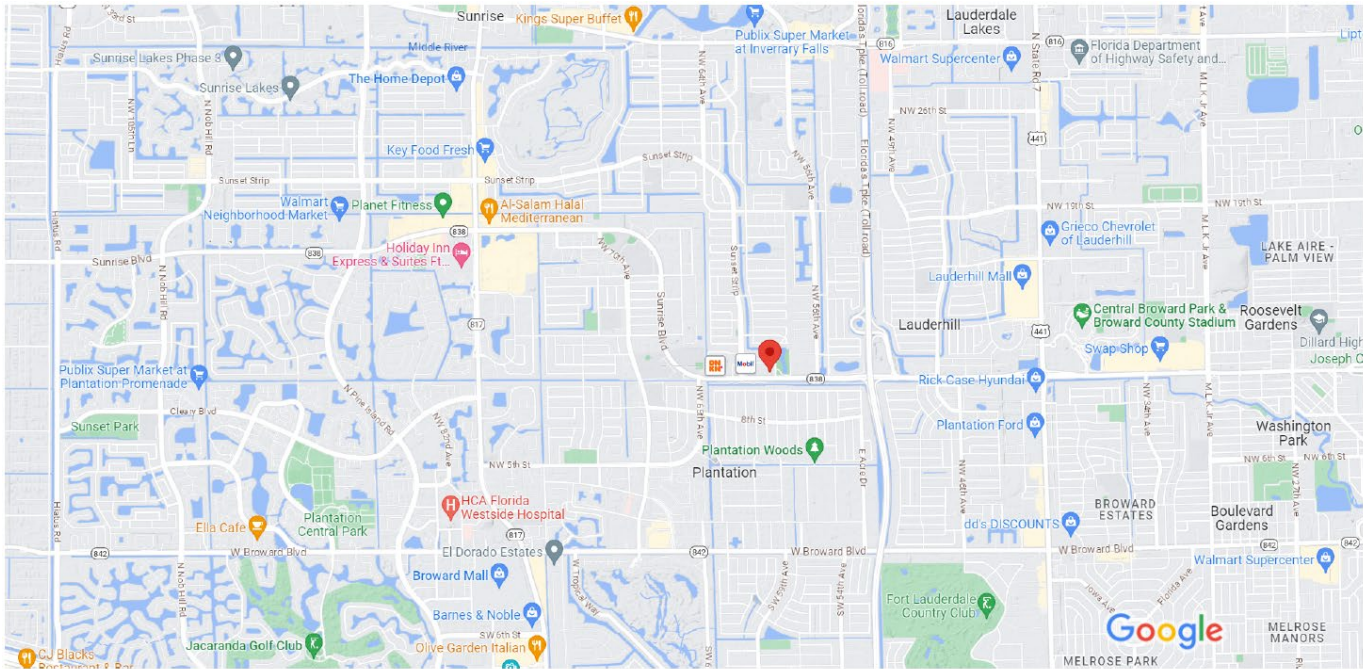






Attachment V

Vicinity Map



Map data ©2023 2000 ft