

**EXHIBIT A – SCOPE OF SERVICES**

The Design Criteria Package attached hereto as **EXHIBIT B** sets forth comprehensive requirements regarding surveys, explorations, design, construction, and adjacent residential/commercial/municipal access during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and permitting agencies, and the public.

**1. CITY'S RESPONSIBILITIES**

- (a) City shall make available sufficient staff as required to meet with the Design-Builder during the design and construction phases of the Project and to provide information as necessary and required.
- (b) City shall designate a Project Manager who will be fully acquainted with the Project to oversee the work and provide support to the Design-Builder as needed. The Design-Builder must provide for its own construction quality assurance and quality control inspections, testing and material certifications and shall not rely upon the City for these services.
- (c) In addition to the foregoing, the City shall:
  - (1) provide survey for control and existing site features prior to design;
  - (2) perform Land Use Review and Conditional Use Permitting, as necessary;
  - (3) provide an estimate to Design-Builder of all permit fees and impact fees necessarily associated with the Project;
  - (4) provide Design-Builder with base map information, including existing conditions and features, in an AutoCAD format; and
  - (5) provide Design-Builder with the estimated locations of any known existing site utilities owned by the City.

**2. DESIGN-BUILDER RESPONSIBILITIES.** The Design-Builder shall provide a comprehensive, turnkey scope of services from the design process through construction closeout. The significant aspects of this Project shall include the services, responsibilities, and deliverables set forth below. The Design-Builder will be expected to work closely with designated City staff to accomplish these responsibilities and meet the established goals for this Project.

**(a) CONCEPTUAL DESIGN SERVICES.**

- (1) The Design-Builder shall work with the City Engineer or other City designated officials to formulate a conceptual design process that he/she believes is the best for effectively providing the conceptual design services that are desired and defined herein.
- (2) At a minimum, the conceptual design process shall include participation in one (1) kickoff meeting and up to two (2) informational public meetings:
  - a. The first meeting will be held to inform the public and will be held with the City Engineer, other selected staff, and interested persons, for the purpose of

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- providing information on the design of the proposed parking garage, and garner any feedback from the community.
- b. The second public meeting will be a City Council Work Session and will be held to present the preliminary design to City Council.
  - c. A third public meeting may be scheduled as the City deems necessary.
- (3) At a minimum, the Design-Builder shall:
- a. provide public involvement services and project coordination;
  - b. provide proposed schedule from Project initiation to facility opening;
  - c. provide design recommendations for achieving an engaging, balanced design of the parking garage and areas;
  - d. work with the City Engineer or other City designated officials to establish an outreach plan to inform the public;
  - e. work with community leaders, the City Engineer, and City staff to integrate citizens' feedback into the Project to develop a preliminary design concept;
  - f. work with the City Engineer, City staff, and the public, to incorporate into the design any other amenities including landscaping, and other related user experience improvements.
  - g. submit process for receiving design approvals;
  - h. present the preliminary parking garage design concept at a public meeting;
  - i. revise preliminary design concept based on input from the City Engineer, City Manager, City staff, and community stakeholders;
  - j. develop preliminary cost estimates for full project development;
  - k. provide proposed phasing or implementation plan based on preliminary costs and total construction budget;
  - l. review final conceptual design with the City Engineer, and staff, for approval;
  - m. present recommended design at City Council Work Session; and
  - n. attend at least two (2) meetings through the completion of the conceptual design phase.
- (b) **DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS.** Upon the City's receipt and approval of the Conceptual Design, the Design-Builder shall proceed with the development and preparation of the Design and Construction Documents.
- (1) The Design and Construction Documents shall consider a total build out of the parking garage.
  - (2) The Design-Builder shall follow, at a minimum, and as appropriate per the Design Criteria Package and the Project Specifications set forth herein.

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- (3) The Design-Builder shall be responsible for revising and/or supplementing specifications required to do all work associated with the parking garage construction including, but not limited to, concrete placement and finishing and electrical system improvements.
- (4) All text documents will be provided in MS Word format.
- (5) Final drawings will be completed in an AutoCAD format acceptable to the Owner. A Professional Engineer or Architect licensed in the State of Florida shall sign all required engineering and architectural drawings.
- (6) At a minimum, the Design-Builder shall:
  - a. attend a minimum of three (3) meetings with City staff through the completion of the design development and construction document phase;
  - b. obtain soil reports or testing as needed for design criteria using the City's approved geotechnical vendors for basic soils information, including soil type and classification;
  - c. obtain all existing utility locates as needed for design;
  - d. provide architectural and engineering services to develop final design plans, specifications and cost estimates for the entire parking garage;
  - e. Provide an estimate of probable costs for amenities recommended for inclusion in the proposed improvement area shall be provided by the Design-Builder;
  - f. design and engineer all stormwater improvements;
  - g. prepare high quality professional drawings for document review and approvals; and
  - h. calculate final estimates of quantities to be used in the parking garage.
- (c) **DEVELOPMENT PERMITS.** The Design-Builder shall be responsible for preparing all necessary state and local permit applications and shall be responsible for obtaining all necessary permits, including required fees from such agencies.
  - (1) All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity.
  - (2) City of Ocala Growth Management Department, Engineering Department, and the Public Works Department are the responsible building permit and inspection agencies.
  - (3) Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, lack of payment, or any permit violations shall be solely the responsibility of the Design-Builder and may not be considered sufficient reason for time extension, in the sole discretion of City.
  - (4) Changes to the concept requiring additional permitting activities are the responsibility of the Design-Builder.

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- (5) All permit fees, impact fees, and inspection costs are the responsibility of the Design-Builder. All fees must be paid prior to building permit being issued to the Design-Builder. All subcontractors will be required to pay their permit fees at the time permits are issued.
- (6) In addition to the foregoing, the Design-Builder shall, at a minimum, perform the following tasks:
  - a. provide architectural and engineering calculations and drawings necessary to obtain development permits;
  - b. incorporate all changes required by development permit plan review check; and
  - c. develop drawings, specifications and materials as required until approved by the review agency for all required development permits.
- (d) **CONSTRUCTION SERVICES.** The Design-Builder shall provide comprehensive construction services including all equipment, materials and labor required to construct the parking garage as per the approved plans.
  - (1) At a minimum, Design-Builder shall provide architectural, electrical and infrastructure construction services including construction staking, erosion control fencing, security, tree protection, site preparation, on site storm water infiltration or disposal and the construction of a surface allowing for a parking garage that will be a multi-story parking garage with a minimum of 800 parking spaces.
  - (2) It is the City's expectation that the parking garage will be a threshold building in accordance with Chapters 455 and 481, Florida Statutes. The Design-Builder shall be responsible for threshold inspection activities.
  - (3) Design-Builder shall coordinate site development reviews and inspections as necessary.
  - (4) The Design-Builder will be responsible for all material testing required for acceptable accomplishment of the work. Test results that do not meet design specifications will immediately be brought to the attention of the City Engineer. The City's expectation is that all work shall be accomplished in accordance with the approved design and applicable industry standards such as ACI, ASTM, etc.
  - (5) Modifications to the final design, made by the contractor during construction, shall be reviewed and approved by the City Engineer before implementation of changes to plans.
  - (6) Modifications to the final design recommended and performed by the contractor during construction, shall incur no additional cost or inconvenience to the City of Ocala.
- (e) **DIRECT PURCHASE OF MATERIALS FOR TAX SAVINGS.** Items, at a minimum, which Owner may purchase for the Project include concrete, masonry, metals, flooring materials, openings, asphalt, and/or any other large quantity or high-value items. A

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summary of the direct purchase procedure for each item is below which follows Florida Statute § 212.08(6).

- (1) Design-Builder reviews quotes and coordinates with material supplier for W-9 and supplier contact and billing information; and
  - (2) Design-Builder provides quotes for the item to the City Project Manager (the quotes must be in the name of the City of Ocala and reference the job name and City contract number); and
  - (3) Design-Builder provides a deductive change order to the Owner for materials and sales tax savings; and
  - (4) Owner issues a purchase order (PO) directly to material supplier; and
  - (5) Owner provides material supplier with a PO and Certificate of Entitlement per Statute; and
  - (6) Material supplier delivers materials to the job site under the care of the Design-Builder; and
  - (7) Material supplier invoices Owner directly; and
  - (8) Owner pays material supplier after receipt of goods is confirmed by Design-Builder.
- (f) **CONSTRUCTION ADMINISTRATION REQUIREMENTS.** All Construction Administration Requirements shall be included in the total cost of the work as negotiated by or between the City and the Design-Builder. The City will not be responsible for any General Requirements items that may incur additional costs after establishment of the Guaranteed Maximum Price (GMP).
- (1) Parking for the Design-Builder's sub-contractor personnel will not be allowed on the City owned surface area. The City owns a vacant grass lot south of the selected site across Southwest Fort King Street that may accommodate sufficient parking and lay down yard for the contractor, and sub-contractors' vehicles and materials. It will be the Design-Builder's responsibility to achieve approval from the City for any additional parking or lay down yard requirements, to adequately prepare the selected site for temporary parking and to provide access to and from the designated lot to the proposed garage site.
  - (2) Parking and the construction trailers for the Design-Builder's on-site management will be restricted to the inside limits of construction and adjacent site as defined in **Attachment 5 to Exhibit A – Design Criteria Package**, and shall not impact any other area without specific approval of the City Engineer.
  - (3) All use of the parking and lay down yard shall be in compliance with security requirements. Design-Builder must provide safety and security to the site, prevent unauthorized access and provide all protection necessary for existing trees and silt control in accordance with all applicable codes and laws as previously noted within this RFP.

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(4) Design-Builder shall provide all construction administration services including disciplines coordination and document checking services with the City Engineer and selected staff.

(5) Design-Builder shall be responsible for protecting and securing all surfacing and improvements during the entire construction process. This protection shall include, but be not limited to the installation of security fencing, cabling or other preventative measures to reduce un-permitted use of the parking garage area prior to the formal opening and City Engineer’s acceptance of the facility.

(6) Design-Builder shall attend monthly progress meetings.

(g) **CONSTRUCTION CLOSE-OUT AND DEDICATION EVENT.** Design-Builder shall conduct a project closeout with the City Engineer and provide a written warranty at completion of the contract.

(1) Design-Builder shall provide education training session for Ocala Community Improvements Administrator staff and community stakeholders regarding maintenance programs and schedules for the completed project.

(2) Design-Builder shall provide a written two-year full warranty letter on all materials and workmanship.

(3) Design-Builder shall provide as-built plans in hard copy, certified by a Florida registered professional surveyor, along with an Auto CAD electronic file showing elevations, utilities (above and below ground) and all elements of the constructed parking garage.

(4) Design-Builder shall prepare and deliver construction closeout manuals upon completion of the Project in accordance with the Deliverables section of this Scope of Work.

**3. DELIVERABLES.** Deliverables shall be considered those tangible resulting work products which are to be delivered to the City Engineer such as reports, draft documents, data, interim findings, drawings, schematics, training, meetings, presentations, final drawings, reports and construction product. At a minimum, deliverables for this project shall include:

(a) **CONCEPTUAL DESIGN SERVICES.** Design-Builder shall prepare and deliver:

(1) proposed schedule from project initiation to facility opening;

(2) design concept in a high quality, professional plan view drawing showing the entire parking garage including two sections or elevations and a three-dimensional drawing, scale model or artist’s rendering. The plan view and section drawings shall label all coping locations, feature names, heights and depths;

(3) a rigid, 24”x36” presentation graphic and digital image scan of the parking garage to be used for Public Display;

(4) preliminary cost estimate and quantity of materials estimates in a digital file; and

(5) proposed phasing or implementation plan.

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- (b) **DESIGN DEVELOPMENT AND CONSTRUCTION DRAWINGS.** Design-Builder shall prepare and deliver:
- (1) high quality, professional construction drawings, details, specifications and cost estimates for the entire parking garage;
  - (2) three (3) 11"x17" review sets at 50 percent (50%), 90 percent (90%) stages of construction document preparation (all prints on the review sets must be of a size so that the detailed notes can be read);
  - (3) three (3) 11"x17" sets and one (1) 24x36" set at 100 percent (100%) stage of construction documents;
  - (4) one (1) copy of 8-1/2x11, written specifications at 90 percent (90%) and 100 percent (100%) stages;
  - (5) an AutoCAD electronic file must be provided at the 100% stage; and
  - (6) final estimates of quantities of materials.
- (c) **DEVELOPMENT PERMITS.** Design-Builder shall:
- (1) prepare architectural and engineering calculations and drawings in appropriate quantities and sizes, signed and sealed, required to obtain all state and local development permits; and
  - (2) obtain and pay for all permits required for the Project.
- (d) **CONSTRUCTION.** Design-Builder shall prepare and deliver monthly written progress reports identifying project status, percent complete and scheduled time of completion to the City Engineer.
- (e) **CONTRACT CLOSE OUT.** Design-Builder shall prepare and deliver three, 3-ring binder construction closeout manuals upon completion of the project. Each close-out manual shall be index-tabbed and include the following information:
- (1) Design-Builder and subcontractor information;
  - (2) Product List including product name, product number, contact information and method of application for all materials used on the project;
  - (3) Two (2) year warranty letter;
  - (4) Submittal Documents including manufacturer's instructions, field reports and testing certificates;
  - (5) Maintenance schedule and recommendations;
  - (6) Full-size, signed and sealed, final As-Built Drawings;
  - (7) Digital file of AutoCAD As-Built drawings.
  - (8) Receipt of the Consent of Surety of the recorded bond for final payment.
- 4. PROJECT SPECIFICATIONS.** The design and all associated construction documents shall clearly demonstrate compliance with all applicable state and local codes and regulations.

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The Design-Builder shall follow the most recent editions of the following codes and standard specifications, at a minimum and as appropriate per the Design Criteria Package attached hereto as **EXHIBIT B**:

- (a) City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure, available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/24606/63840585143747000>.
- (b) Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, available at:  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2024-25/fy2024-25ebookfinalcomp-revised1-24-24.pdf?sfvrsn=15b17f9c\\_1](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2024-25/fy2024-25ebookfinalcomp-revised1-24-24.pdf?sfvrsn=15b17f9c_1).
- (c) U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, available at:  
<https://mutcd.fhwa.dot.gov/>.
- (d) The Florida Building Code, available at: [https://floridabuilding.org/bc/bc\\_default.aspx](https://floridabuilding.org/bc/bc_default.aspx).
- (e) American Institute of Steel Construction (AISC) Steel Construction Manual, available at:  
<https://www.aisc.org/publications/steel-construction-manual-resources/>.
- (f) National Fire Protection Association (NFPA) - NFPA 70, National Electric Code (NEC)
- (g) American Concrete Institute (ACI) Reinforced Concrete Design Manual, ACI 318

**5. VERIFICATION OF EXISTING CONDITIONS.** By executing any contract awarded pursuant to this Solicitation, the Design-Builder specifically acknowledges and agrees that the Design-Builder is being compensated for performing adequate investigations of existing site conditions, including subsurface investigations, sufficient to support the design developed by the Design-Builder and that any information being provided is merely to assist the Design-Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

**6. PUBLIC CONSTRUCTION BOND**

- (a) As security for the faithful performance and payment of all bills and obligations arising from the performance of the Design-Builder under the Contract, the successful design build firm shall be required to furnish a certified and recorded Public Construction Bond in an amount equal to **One Hundred Percent (100%)** of the total project value for single projects or of the amount representing the average total value under construction at any given time for continuing construction contracts with multiple phases or projects, in accordance with section 255.05, Florida Statutes.
- (b) Performance Bonds, and Labor and Materials Payment Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.



**EXHIBIT A – SCOPE OF SERVICES****7. MAINTENANCE AND GUARANTEE BOND**

- (a) The Design-Builder shall be required to furnish a Maintenance and Guarantee Bond in the amount of **One Hundred Percent (100%)** of the total project value prior to final payment covering all labor and materials provided under the resulting contract for a period of **Three (3) Years** from the date of final completion. Prior to the City's receipt of a fully executed Maintenance and Guarantee Bond, Design-Builder shall warrant all work completed during the term of the contract.
- (b) Public Construction Bonds and Maintenance and Guarantee Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.

**8. SERVICE AND WARRANTY**

- (a) Unless otherwise specified, the awarded vendor shall define all warranty service and replacements that will be provided during and subsequent to the award of the solicitation. Design-Builder must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.
- (1) **Warranty on Labor: TWO (2) YEARS.**
- (2) **Warranty on Materials: TWO (2) YEARS.**