

ADDENDUM ONE

Date: March 21, 2011
To: All Respondents
From: Orlando Community Construction Corporation
Subject: Addendum One to the Dr. P. Phillips Center for the Performing Arts Request for Qualifications for Owner's Representative Services

This Addendum is being issued to provide all prospective Respondents with modifications to the subject RFQ which was issued on March 11, 2011.

1. Section 2.1 is revised as follows:

2.1 RFQ DEFINITIONS: Unless otherwise defined herein, the following words and phrases will have the following meanings:

* * *

7. **Guaranteed Max Price Contract** or **"GMP"** means the agreement with the Contractor whereby the Contractor is entitled to compensation for actual costs and a fixed fee subject to a maximum or cap on the overall price for performance and cost of work for the Project. It is contemplated that the City may consider approval of the GMP in May 2011.

~~7.~~ 8. **"MBE/WBE Contractor"** shall mean any Minority and/or Woman Business Enterprise person, entity or firm that is either certified or recognized by the City in connection with its Minority and Women Business Enterprise Program, pursuant to Chapter 57 of the City Code.

~~8.~~ 9. **"MBE/WBE Consultant"** shall mean a person, entity or firm specializing in the management of MBE/WBE requirements pursuant to Chapter 57 of the City of Orlando Code of Ordinances and the Blueprint (described more particularly below in Section 4.3).

~~9.~~ 10. **"Performing Arts Center" or "PAC"** means the Dr. P. Phillips Performing Arts Center consisting of three theaters; arts education space; rehearsal space; common areas, including plaza, lobby, and box office; catering and food service; offices; and administrative and service areas surrounded by a commercial mixed-use development. The theaters include a 2,700 seat amplified, large-scale production hall, a 1,700 seat acoustical, multi-form performing arts hall, and a 300 seat multi-purpose hall for small groups.

~~10.~~ 11. **"Project"** means the design, development and construction of the Performing Arts Center.

~~11.~~ 12. **"Owner's Representative"** means a person, entity or firm who is qualified to perform any or all of the services contained in section 1.2.

~~12.~~ 13. **"Project Phasing"** means that due to funding issues, the project has been split into two (2) stages. Stage 1 includes the amplified and multi-purpose halls, with associated front and back of house spaces, and portions of the plaza. Stage 2 includes the multi-form hall and any remaining facilities. This Agreement is for services related to Stage 1 of the Performing Arts Center. The Developer, at its sole option, may add Owner's Representative services for Stage 2 to this Agreement at a later date.

~~13.~~ **14. “Project Schedule”** means the current overall development schedule for the Project. The current status of the Project Schedule is design documents have been submitted for Building Permit to the City for Stage 1. Stage 2 design is scheduled to be complete by the end of March 2011. Stage 1 construction is scheduled for 36 months, including punch-listing and Final Completion. Stage 2 construction duration shall be determined at a future date and time when funding is secured for its construction. The Project has developed benchmarks for hall, façade, public space and lobby quality.

~~14.~~ **15. “Respondent”** means any person, entity or firm who responds to this Request for Qualifications for Owner’s Representative Services.

2. Section 5.4 is revised as follows:

4. **CONSTRUCTION MILESTONES: (Dates subject to Change and Based Upon City Approval of the GMP)**

* * *

3. Section 8.2.9 is revised as follows:

* * *

1. an initial review/familiarization function of the scope, schedule, funds/budget, existing/pending contracts, and organization/reporting, including accomplishing the Developer’s ~~desire to finalize the efforts for the potential approval of~~ Contractor’s GMP by the City in early May 2011;
2. as part of the GMP finalization, the Owner’s Representative shall analyze potential cost savings in a number of areas. These areas include, but are not limited to, revisions to Contractor’s contract and fees, value engineering opportunities, re-bidding sub-contracts, and the costs associated with the prevailing wages requirement in the GMP;
- ~~2-3.~~ _____ input as to how the Respondent will expedite Project reviews without compromising Developer’s interests;
- ~~3-4.~~ _____ management of the change order process, noting that there may be significant scope additions, subject to added funding (i.e., addition of the banquet hall and donor room above the front entrance);
- ~~4-5.~~ _____ management of a submittal and RFI process involving the Design Professional Team;
- ~~5-6.~~ _____ oversight of the Owner Direct Purchase program;
- ~~6-7.~~ _____ oversight of the construction process, to include such activities as adherence to the critical path and possible recovery plans to maintain scheduled completion;
- ~~7-8.~~ _____ oversight of the start-up and commissioning of equipment;
- ~~8-9.~~ _____ oversight of the process leading up to substantial completion and occupancy;
- ~~9-10.~~ _____ participation in claims avoidance and/or claims resolution; and
- ~~10-11.~~ _____ assistance with the MBE/WBE Consultant’s monitoring of the Blueprint Program.

4. Attachment “A” is revised as follows:

ADDENDUM ONE
ATTACHMENT “A”
OWNER’S REPRESENTATIVE SCOPE OF SERVICES
ISSUED MARCH ~~14~~21, 2011

* * *

Scope of Services

To manage the design and construction phases of Stage 1 of this venue and any related infrastructure projects, with an option to manage the design and construction of Stage 2, should funding be available in a timely manner, Developer desires to obtain the services of an Owner's Representative to perform and serve in the capacity of an owner's representative. The Owner's Representative 's duties may include, but shall not be limited to, the following: a) peer-level reviews and commentary on facility programming, scheduling, schematics, and design and construction documents; b) the development, review, and approval, as needed, of scope items for possible deferral and/or value engineering; and c) management of Developer's interests during construction of the venues to include project administration. Other duties will include attending progress meetings, evaluating adherence to the project schedule, management of project accounting, coordinating the procurement of owner furnished equipment and materials, evaluating adherence to the City's Blueprint program, reviewing pay applications and management of the negotiation of change requests and change orders. The Owner's Representative will monitor safety, quality, contract compliance and report discrepancies as required. The Owner's Representative will work directly for the Developer, coordinate with the CCR and provide reports and other information, as required. The Owner's Representative will assist the Developer to work towards the Developer's goal of the City potentially approving in achieving its goal to finalize a the GMP with the Contractor in early May 2011.

* * *

26. Although stated in other areas of this Attachment "A," in an effort to be clear and maintain consistency with Paragraph 8.2.9.2 of this RFQ, as part of the GMP finalization, the Owner's Representative shall analyze potential cost savings in a number of areas. These areas include, but are not limited to, revisions to Contractor's contract and fees, value engineering opportunities, re-bidding sub-contracts, and the costs associated with the prevailing wages requirement in the GMP.

* * *

- 5. The revised and restated RFQ is attached to this Addendum One and replaces the RFQ issued March 11, 2011.
- 6. In other respects, except as specifically stated above, the subject RFQ remains unchanged.

Attachment

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**ADDENDUM ONE
DR. P. PHILLIPS CENTER
FOR THE
PERFORMING ARTS
REQUEST FOR QUALIFICATIONS
FOR
OWNER'S REPRESENTATIVE SERVICES
MARCH 21, 2011**

1.0 GENERAL INFORMATION:

1. **AGREEMENT:** The Orlando Community Construction Corporation (the "Developer") will develop the design and construction of a performing arts center project in downtown Orlando, commonly referred to as the Dr. P. Phillips Center for the Performing Arts defined below as "Performing Arts Center" and sometimes referred to as the "PAC."
2. **LIST OF SERVICES:** In accordance with the development, the Orlando Community Construction Corporation will retain through an open competitive procurement process the following Owner's Representative Services for the Performing Arts Center ("Project").
 1. Owner's Representative Services:

The Owner's Representative (defined below) shall provide professional services customary for a Project of this size and scope more particularly described in the Owners Representative Scope of Services identified as Attachment "A" to this Agreement.
3. **PERFORMING ARTS CENTER SITE:** The Project will be developed on the property generally located on a 2-block, 9 acre site bordered by Orange Avenue, South Street, Rosalind Avenue and Anderson Street (the "Site").

2.0 DEFINITIONS AND INTERPRETATION

1. **RFQ DEFINITIONS:** Unless otherwise defined herein, the following words and phrases will have the following meanings:
 1. **"City"** means the City of Orlando, Florida, a municipal corporation, created and existing under the laws of the State of Florida.
 2. **"City Construction Representative"** or "CCR" means the representative appointed by the City to oversee its interests with respect to the Project.
 3. **"Design Professionals"** mean the selected architectural and engineering firms providing design services for the Project.
 4. **"Design Professional Team"** means a nationally recognized performing arts center architecture firms, a structural engineering firm, and a mechanical / electrical / plumbing / fire protection engineering firm.
 5. **"Developer"** means Orlando Community Construction Corporation (the "OCCC").
 6. **"Contractor"** means the Construction Manager at Risk ("CM@R") and/or its subcontractors.

7. **“Guaranteed Max Price Contract”** or **“GMP”** means the agreement with the Contractor whereby the Contractor is entitled to compensation for actual costs and a fixed fee subject to a maximum or cap on the overall price for performance and cost of work for the Project. It is contemplated that the City may consider approval of the GMP in May 2011.
8. **“MBE/WBE Contractor”** shall mean any Minority and/or Woman Business Enterprise person, entity or firm that is either certified or recognized by the City in connection with its Minority and Women Business Enterprise Program, pursuant to Chapter 57 of the City Code.
9. **“MBE/WBE Consultant”** shall mean a person, entity or firm specializing in the management of MBE/WBE requirements pursuant to Chapter 57 of the City of Orlando Code of Ordinances and the Blueprint (described more particularly below in Section 4.3).
10. **“Performing Arts Center”** or **“PAC”** means the Dr. P. Phillips Performing Arts Center consisting of three theaters; arts education space; rehearsal space; common areas, including plaza, lobby, and box office; catering and food service; offices; and administrative and service areas surrounded by a commercial mixed-use development. The theaters include a 2,700 seat amplified, large-scale production hall, a 1,700 seat acoustical, multi-form performing arts hall, and a 300 seat multi-purpose hall for small groups.
11. **“Project”** means the design, development and construction of the Performing Arts Center.
12. **“Owner’s Representative”** means a person, entity or firm who is qualified to perform any or all of the services contained in section 1.2.
13. **“Project Phasing”** means that due to funding issues, the project has been split into two (2) stages. Stage 1 includes the amplified and multi-purpose halls, with associated front and back of house spaces, and portions of the plaza. Stage 2 includes the multi-form hall and any remaining facilities. This Agreement is for services related to Stage 1 of the Performing Arts Center. The Developer, at its sole option, may add Owner’s Representative services for Stage 2 to this Agreement at a later date.
14. **“Project Schedule”** means the current overall development schedule for the Project. The current status of the Project Schedule is design documents have been submitted for Building Permit to the City for Stage 1. Stage 2 design is scheduled to be complete by the end of March 2011. Stage 1 construction is scheduled for 36 months, including punch-listing and Final Completion. Stage 2 construction duration shall be determined at a future date and time when funding is secured for its construction. The Project has developed benchmarks for hall, façade, public space and lobby quality.
15. **“Respondent”** means any person, entity or firm who responds to this Request for Qualifications for Owner’s Representative Services.

2. SUBMISSION INSTRUCTION DEFINITIONS:

1. **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the response to the RFQ as non-responsive.
2. **Should:** Indicates something that is recommended, but not mandatory. If the response fails to provide recommended information, developer may, at its sole option, ask the responder to provide the information or evaluate the response without the information.
3. **May:** Indicates something that is not mandatory, but permissible.

3.0 REQUEST FOR QUALIFICATIONS (“RFQ”) SPECIFICS:

- 1. OWNER’S REPRESENTATIVE FIRMS RFQ:** A complete copy of the RFQ, and all amendments thereto, is posted and available at the reception desk of the Community Venues Project Office located at 450 S. Orange Avenue, Suite #150, Orlando, FL 32801 and on its website at www.cityoforlando.net/elected/venues/process.htm.
- 2. POINT OF CONTACT:** Developer’s contact, address, voice/fax numbers, and email address are:

Orlando Community Construction Corporation

Attn: Basem Ghneim

Orlando Venues Project Office

450 S. Orange Avenue, Suite #150

Orlando FL 32801

Phone: (407) 246-2085 Fax: (407) 246-3435

basem@drphillipscenter.org

hereinafter referred to as the “Point of Contact”

- 3. INQUIRIES AND COMMUNICATION:** All inquiries, questions, or other correspondence by the responding firms must be submitted, in writing, via fax, mail, or email, to the Point of Contact no later than 5:00PM EST on March 21, 2011. **Phone calls regarding this RFQ, other than to the Point of Contact (or Olabisi Cox, the receptionist for the Orlando Venues Project Office) are prohibited during this RFQ response period.** This specifically includes a prohibition against communications regarding this RFQ with members of the Board of Directors for the Developer, City officials, City staff members, Orlando Venues Project Office staff members, PAC staff members and members of the Board of Directors for the PAC. Failure to comply with this prohibition may result in the Developer disqualifying the Respondent from consideration for selection.
- 4. AMENDMENTS:** This RFQ shall be modified only by a written amendment issued by the Developer. It is the responsibility of the Respondents to communicate with the Point of Contact to ensure they have any and all such changes due to amendments. Respondents should verify in their cover letters that they have received and incorporated into their responses, all changes due to amendments issued to this RFQ.
- 5. NOTICE REGARDING NO CONFIDENTIALITY OF SUBMITTALS:** Submittals by Respondents shall NOT be treated as confidential information.
- 6. PRE-SUBMITTAL MEETING:** The Developer will conduct a non-mandatory pre-submittal meeting for Respondents on March 18, 2010, at 2:00 p.m. EST in the City of Orlando City Hall, Overlook Room, Ninth Floor, 400 S. Orange Avenue, Orlando, FL 32801 (the “Pre-Submittal Meeting”). During the Pre-Submittal Meeting, the Developer shall provide a brief overview and outline of the terms of the RFQ and Owner’s Representative Scope of Services and answer any questions from Respondents.

4.0 INTRODUCTION:

1. **PROGRAM DESCRIPTION:** The Dr. Phillips Center for the Performing Arts project includes three theaters; arts education space; rehearsal space; common areas, including plaza, lobby, and box office; catering and food service; offices; and administrative and service areas surrounded by a commercial mixed-use development. The theaters include a 2,700 seat amplified, large-scale production hall, a 1,700 seat acoustical, multi-form performing arts hall, and a 300 seat multi-purpose hall for small groups. Land acquisition is complete.
2. **COMPARABLE FACILITIES:** Developer and City intend to construct, within a pre-established cost/budget limitation, a performing arts center that is comparable in size, scope and quality, taken as a whole, to first-class Performing Arts Centers recently constructed in the United States (“Comparable Facility” or “Comparable Facilities”).
3. **BLUEPRINT:** The Design Professional Team, Design Professionals, Contractor and the Developer embrace the goals of offering business opportunities to all segments of the community, and will work with the City to accomplish the goals contained within the City of Orlando Blueprint for Using Community Venues to Create a Sustainable Economic Impact, approved by the City Council on May 21, 2007, and which is more particularly described at <http://www.cityoforlando.net/elected/venues/> and clicking on the link at the bottom right of the web page (the “Blueprint”). The Owner’s Representative will be required to assist the Developer in overseeing the execution of the Blueprint with the Design Professional Team, Design Professionals and Contractor (as well as other entities or firms who may have contractual agreements with the Developer). The Owner’s Representative may coordinate with the Developer’s MBE/WBE Consultant regarding the execution of the Blueprint and shall not be required to hire its own MBE/WBE Consultant for these purposes.
4. **MBE/WBE:** The Design Professional Team, Design Professionals and Contractor agree to comply with the minority business enterprise (“MBE”) and women-owned business enterprise (“WBE”) requirements of Chapter 57 of the City of Orlando Code, make good faith efforts to meet the participation goals, and cooperate with the City and Developer in their local business economic development efforts. The Owner’s Representative will be required to assist the Developer in overseeing the execution of the City code requirements set forth above with the Design Professional Team, Design Professionals and Contractor (as well as other entities or firms who may have contractual agreements with the Developer). The Owner’s Representative may coordinate with the Developer’s MBE/WBE Consultant regarding the execution of the minority business enterprise and women-owned business enterprise requirements of Chapter 57 of the City of Orlando Code and shall not be required to hire its own MBE/WBE Consultant for these purposes. The Owner’s Representative will be required by the Developer to make a good faith effort to comply with the MBE/WBE Contractor goals of Chapter 57 of the Orlando City Code.
5. **EQUAL OPPORTUNITY EMPLOYER:** Developer is an Equal Opportunity Employer. The Respondent awarded an agreement or agreements as a result of this RFQ agrees to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote, and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, or marital status.
6. **LIVING WAGE:** The Respondent awarded an agreement or agreements as a result of this RFQ, as well as its sub-consultants shall pay to all of their employees providing services pursuant to an agreement with Developer, a living wage for the time spent providing services to Developer. (This

provision does not include general administrative personnel unless they are assigned to the Project.) "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent awarded an agreement or agreements as a result of this RFQ shall allow Developer to audit (at the Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the agreement.

7. **CONVICTED VENDORS:** A person or entity who has been placed on a convicted vendor list in the State of Florida following a conviction for a crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to the Developer; may not submit a bid, proposal, or reply on a contract with the Developer for the construction or repair of the PAC; may not submit bids, proposals, or replies on leases of real property to Developer; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Developer; and may not transact business with Developer for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
8. **POSTING RFQ BY CHAIR OF BOARD OF DIRECTORS:** This RFQ is being posted by the Chair of the Board of Directors for the Developer (the "Chair"). It is the intention of the Chair to have the Board of Directors ratify this RFQ at the next scheduled meeting of the Board of Directors for the Developer. This ratification shall occur prior to March 18, 2011 and no further changes or amendments are contemplated for the RFQ at this time. Notwithstanding, it is the responsibility of the Respondents to verify any changes due to amendments issued to this RFQ pursuant to Section 3.4 above.

5.0 PROPOSED PROJECT TIME TABLE:

1. **REQUEST FOR QUALIFICATIONS RESPONSES:** Responses to this RFQ must be submitted not later than **3:00 p.m. EST, on Thursday, March 31, 2011** ("RFQ Response Date") to the Orlando Venues Project Office, 450 S. Orange Avenue, Suite 150, Orlando, Florida 32801. Failure to comply with any of the requirements of this RFQ may result in the Respondent's response not being considered.

2. PROFESSIONAL SERVICE FIRM SELECTION:

- | | |
|---|-------------------------------------|
| 1. Issue Professional Service Firms RFQ | March 11, 2011 |
| 2. Pre-Submittal Meeting | 2:00 p.m. EST March 18, 2011 |
| 3. Professional Service Firms RFQ Questions Due | 5:00 p.m. EST March 21, 2011 |
| 4. Response to Professional Service Firms RFQ Questions | March 24, 2011 |
| 5. Professional Service Firms RFQ Responses Due | 3:00 p.m. EST March 31, 2011 |
| 6. "Short-List" Firms notified | April 4, 2011 |
| 7. "Short-List" Interview Date | April 8, 2011 |
| 8. Selected Firm Notified | April 11, 2011 |

3. DESIGN MILESTONES: (Dates are Approximate and Subject to Change)

- 1. Stage 1 Construction Documents Completed DONE
- 2. Stage 2 Construction Documents Completed March 2011

4. CONSTRUCTION MILESTONES: (Dates Subject to Change and Based Upon City Approval of the GMP)

- 1. Phase 1 Construction Start May/June 2011
- 2. Phase 1 Construction Duration 36 months
- 3. Phase 2 Construction Start At future date upon secured funding
- 4. Phase 2 Construction Duration At future date upon secured funding

6.0 SCOPE OF SERVICES / SELECTION CRITERIA:

- 1. Scope of services are contained in the attached **Attachment "A"** to this RFQ.
- 2. Selection criteria for short-listing Respondents and ultimate selection of the Owner's Representative are contain in the attached **Attachment "B"** to this RFQ.

7.0 INSTRUCTIONS FOR RESPONDENT'S SUBMISSION OF QUALIFICATIONS:

- 1. It is the responsibility of the Respondent to examine the entire RFQ, seek clarification of any requirement that may not be clear, confirm any changes and/or amendments, and check responses for accuracy before submitting a response.
- 2. Respondent's response to this RFQ should be bound as a single submittal and organized into sections to facilitate review in a sequence consistent with the criteria listed in Section 8.0. Submittals should include **one (1) original and nine (9) copies** in a sealed envelope (and / or package) containing the Respondent's name and address on the outside of the package. **The words "Sealed Response to the Orlando Community Construction Corporation's Request for Qualifications for Owner's Representative Services" shall be written on the package next to the Respondent's name and address.**

8.0 EACH SUBMITTAL MUST INCLUDE:

- 1. **COVER LETTER:** A cover letter that lists the Respondent's lead contact person with contact information. The cover letter shall be submitted with an original ink signature by the person(s) authorized to commit the Respondent(s) to the information contained within the response to the RFQ. Please acknowledge the receipt and dates of all changes and/or amendments issued following the release of the RFQ.
- 2. **GENERAL RESPONDENT INFORMATION:** Please provide the following information, required within this section:
 - 1. **Respondent:** Include a description of the Respondent's history and experience, and if the Respondent is a joint venture, association or partnership.

2. **Prior Experience:** Provide the Respondent's prior experience with Owner's Representative Services including, but not limited to, overseeing the design and construction of projects of similar scale, complexity and urban design including performing arts centers, museums, arenas, convention centers or other special use facilities. Specific experience in providing Owner's Representative services within the City of Orlando, Orange County, or State of Florida should also be provided (if applicable). A reference for each of these projects, including current addresses, telephone numbers and contact names of individuals familiar with the work of the Respondent and/or key personnel working with the Respondent ("Respondent's Project Staff") and/or team members should be included. One (1) of the projects listed must be a Comparable Facility as defined in 4.2 above and must have been completed within five (5) years of the date of issuance of the RFQ. Project descriptions shall clearly explain the size and nature of the project, and what role the Respondent and/or Respondent's Project Staff and/or team members performed on the project. The description should include information regarding the project outcome, particularly in relation to the original project schedule and budget and how the Respondent's, team member's or Respondent Project Staff's participation contributed. Describe project challenges and the role the Respondent and/or Respondent's Project Staff and/or team members played in their resolution. Also provide appropriate information on any claims that arose on the project and how they were resolved by the Respondent and/or Respondent's Project Staff and/or team members.
3. **Respondent's Project Staff:** Provide an organizational chart that clearly identifies all key personnel of the proposed Respondent's team by name, position and title and the firm they are currently employed by. This should include any/all oversight executive personnel. For each key personnel, provide a resume showing their full academic and experience background and highlighting their experience on similar projects. Specifically include whether these individuals worked on the featured Respondent's prior experience included in 8.2.2 above. Also include the current City and State residence of each proposed staff member.
4. **MBE/WBE Participation and Experience:** Provide MBE/WBE and/or Blueprint experience and results for the projects referenced specifically in 8.2.2 above. Also include any additional experience or benefits the Respondent provides that will assist the Developer in achieving the MBE/WBE and Blueprint goals during the execution of the Design Professional Team, Contractor and related Agreements. The Respondent should provide the names of any MBE/WBE Contractors that it proposes to use on the Project, its anticipated MBE/WBE Contractor participation percentage (based on Owner's Representative agreement value), and its approach to meet the MBE/WBE Contractor participation goals of Chapter 57 of the City Code in its agreement with the Developer.
5. **Insurance:** Provide a copy of a current Certificate of Insurance with limits of liability for commercial general liability, business automobile liability and professional liability insurance (if applicable). If not disclosed in the Certificate of Insurance, please include a statement as to all deductible amounts or self-insured retention amounts.
6. **Business Licenses:** Provide a statement warranting that all federal, state, and local registrations, licenses, and permits required for the operation of business conducted by the Respondent, as would be required to execute the commission contemplated by this

RFQ, are current. Respondent and/or Respondent's Project Staff and/or team members should include each federal employer identification number ("FEIN"), state of Florida licenses and any other specific licenses applicable to this assignment.

7. **Respondent References:** Provide a list of at least three (3) references with contact names, phone numbers, and email addresses. The reference list should include contacts from at least three (3) recent, significant and completed (or currently under construction) projects. References may be checked at the discretion of the Developer at any time.
8. **Ability to Perform Services:** Provide a description of the sufficiency of the Respondent's financial resources and its ability to perform the Owner's Representative scope of services.
9. **Project Approach:** The Respondent must demonstrate an understanding of the Project's scope of services and provide the Respondent's Project approach to the successful delivery of such services to the Developer. The Project approach should include a description of how the Respondent perceives its and its team members' roles in the process, and the number, types of personnel, and the duration of each the Respondent believes will be necessary to provide the duties and services listed in Attachment "A". As a minimum, the Project approach should cover the following:
 1. an initial review/familiarization function of the scope, schedule, funds/budget, existing/pending contracts, and organization/reporting, including accomplishing the Developer's efforts for the potential approval of Contractor's GMP by the City in early May 2011;
 2. as part of the GMP finalization, the Owner's Representative shall analyze potential cost savings in a number of areas. These areas include, but are not limited to, revisions to Contractor's contract and fees, value engineering opportunities, re-bidding sub-contracts, and the costs associated with the prevailing wages requirement in the GMP;
 3. input as to how the Respondent will expedite Project reviews without compromising Developer's interests;
 4. management of the change order process, noting that there may be significant scope additions, subject to added funding (i.e., addition of the banquet hall and donor room above the front entrance);
 5. management of a submittal and RFI process involving the Design Professional Team;
 6. oversight of the Owner Direct Purchase program;
 7. oversight of the construction process, to include such activities as adherence to the critical path and possible recovery plans to maintain scheduled completion;
 8. oversight of the start-up and commissioning of equipment;
 9. oversight of the process leading up to substantial completion and occupancy;
 10. participation in claims avoidance and/or claims resolution; and
 11. assistance with the MBE/WBE Consultant's monitoring of the Blueprint Program.

9.0 INTERVIEWS:

1. Interviews may be scheduled during the dates set forth in Section 5.2.7. A representative of Developer will call to confirm an exact time slot and confirm the specific location of the interview. Presently, it is contemplated that interviews will be held at 450 S. Orange Avenue, Suite #150, Orlando, FL 32801.

10.0 MISCELLANEOUS CONDITIONS:

1. **CONTACT WITH DECISION MAKERS:** Upon receipt of the RFQ, any contact and questions shall be directed through the Point of Contact identified in Section 3.2 and pursuant to the restrictions set forth above in Section 3.3.
2. **COST OF PREPARING RESPONSES AND ATTENDING INTERVIEWS:** Respondents to this RFQ, and those subsequently preparing for and participating in interviews, do so at their sole expense and risk.
3. **DEVELOPER'S RESERVED RIGHTS:**
 1. Subsequent to the issuance of the RFQ, Developer reserves the right to: i) issue amendments / modifications to the RFQ; ii) request clarifications to any response by any firm/ individual/organization; iii) waive any informality or irregularity; iv) negotiate modifications to responses; and v) reject any and all qualifications, or portions thereof, received. No Respondent is guaranteed the award of any Owner's Representative agreement.
 2. By responding to the RFQ and subsequent interview, the Respondent acknowledges the Developer's right to undergo this process with no commitment on its behalf that an agreement will be offered to any Respondent. The Developer reserves the right to request a competitive fee compensation proposal from the selected Respondent and to negotiate the proposed compensation and terms of an agreement.
4. **DEVELOPER'S RIGHT TO NEGOTIATE ANY AND ALL TERMS:** Nothing contained within the response to the RFQ or stated / asked in the interview is a concurrence by the Developer that such item will be considered or is inclusive within the eventual Agreement entered into with the selected Respondent, unless such item is specifically addressed / included in the respective Agreement.
5. **PROPERTY RIGHTS:** All responses and materials submitted in response to this RFQ shall become the property of Developer.

11.0 ATTACHMENTS:

1. **Attachment "A":** Owner's Representative Scope of Services.
2. **Attachment "B":** Selection Criteria Owner's Representative Services.

END OF REQUEST FOR QUALIFICATIONS

**ADDENDUM ONE
ATTACHMENT "A"
OWNER'S REPRESENTATIVE SCOPE OF SERVICES
ISSUED MARCH 21, 2011**

The Owner's Representative Services will be based on the following:

Scope of Services

To manage the design and construction phases of Stage 1 of this venue and any related infrastructure projects, with an option to manage the design and construction of Stage 2, should funding be available in a timely manner, Developer desires to obtain the services of a Owner's Representative to perform and serve in the capacity of an owner's representative. The Owner's Representative 's duties may include, but shall not be limited to, the following: a) peer-level reviews and commentary on facility programming, scheduling, schematics, and design and construction documents; b) the development, review, and approval, as needed, of scope items for possible deferral and/or value engineering; and c) management of Developer's interests during construction of the venues to include project administration. Other duties will include attending progress meetings, evaluating adherence to the project schedule, management of project accounting, coordinating the procurement of owner furnished equipment and materials, evaluating adherence to the City's Blueprint program, reviewing pay applications and management of the negotiation of change requests and change orders. The Owner's Representative will monitor safety, quality, contract compliance and report discrepancies as required. The Owner's Representative will work directly for the Developer, coordinate with the CCR and provide reports and other information, as required. The Owner's Representative will assist the Developer to work towards the Developer's goal of the City potentially approving the GMP in May 2011.

The following activities are representative, but not totally inclusive, of the types of services that will be provided by the Professional Service Firm:

1. Develop and maintain a master schedule, coordinated with schedules of other adjacent projects, as needed.
2. Review and provide commentary on schedules of other adjacent projects, as needed.
3. Review and provide commentary on budget estimates.
4. Develop "check estimates" during project scope reviews to allow for comparisons with project budgets.
5. Assist in the selection of contract service providers, as needed.
6. Assist with contract service provider negotiations.
7. Attend or conduct project meetings with staff, contract service providers, oversight committees and the public.
8. Review and analyze bid proposals received by the Contractor, provide value engineering recommendations and perform other applicable tasks during the review and development of the Contractor's GMP.

9. Review and evaluate plans, schedules and budgets at all remaining stages of design and construction. Provide comments on operational impacts and the completeness and accuracy of the drawings. Provide value-engineering and constructability recommendations. Provide input on green building standards such as the Leadership in Energy and Environmental Design Green Building Rating System of the United States Green Building Council or the appropriate green building designation of the Florida Green Building Coalition.
10. Evaluate delivery schedule for the project, including infrastructure construction, and identify potential conflict points.
11. Evaluate pay requests from contract service providers as submitted through all remaining stages of design and construction.
12. Participate in construction progress meetings and evaluate and make recommendations to construction change requests.
13. Assist with obtaining permits.
14. Negotiate change orders, construction claims and contract disputes to include schedule analysis, scope reviews and estimates.
15. As needed, implement electronic data management format and application specific software for cost accounting, scheduling, payment application tracking and logging, project reporting and project management. As part of its document control responsibility, develop a program wide execution plan, covering communications, reporting, document management, action identification and tracking, monthly and other reports, and other requirements.
16. Provide support to the Mayor's Citizens Oversight Committee which was created pursuant to the Interlocal Agreement between the City and Orange County regarding the County venues.
17. Provide documents and information to Developer and City in support of briefings and presentations to Mayor, City Council and, potentially, Orange County and other organizations associated with the program.
18. Advise Developer on insurance, payment and performance bonding and safety issues.
19. Provide accounting/financial assistance to Developer related to project funding and the appropriate distribution of said funds to meet project requirements, as well as all documentation support.
20. Assist with the development of a communications strategy and deliverables such as web-sites, mail pieces, press releases, community updates, etc.
21. Assist with monitoring of, and compliance reporting on, the venues community involvement Blueprint Program.
22. As part of quality assurance duties, inspect the site and document discrepancies. This may also include trips to various vendors during selection of materials, systems, etc.
23. Provide oversight in final inspections; code, fire and occupancy certifications; commissioning and start-up; the identification and closure of punch list items; receipt of final deliverables and project close out and final acceptance.

Addendum One

24. Prepare reports, as required by Developer, documenting performance of the activities listed above.
25. Review any and all reports, summaries and findings from any of the value engineering review process that has been undertaken by PAC staff, City of Orlando and/or Orange County staff and consultants.
26. Although stated in other areas of this Attachment "A," in an effort to be clear and maintain consistency with Paragraph 8.2.9.2 of this RFQ, as part of the GMP finalization, the Owner's Representative shall analyze potential cost savings in a number of areas. These areas include, but are not limited to, revisions to Contractor's contract and fees, value engineering opportunities, re-bidding, sub-contracts, and the costs associated with the prevailing wages requirement in the GMP.

Respondents are herein informed that the Owner's Representative will manage select existing PAC Project personnel provided by and pursuant to the direction of Developer. These existing project personnel would be retained due to their knowledge of the Project and Project experience.

END OF OWNER'S REPRESENTATIVE SCOPE OF SERVICES

**ADDENDUM ONE
ATTACHMENT "B"
SELECTION CRITERIA
OWNER'S REPRESENTATIVE SERVICES
ISSUED MARCH 21, 2011**

1. Experience and Qualifications of the Respondent, team members and Respondent's Project Staff.
2. Sufficiency of the Respondent's financial resources and its demonstrated ability to perform the Scope of Services; Provision of Insurance coverage and any Business License(s) necessary to perform the Scope of Services.
3. Responses of References.
4. MBE/WBE Contractor Participation and prior MBE and WBE and/or Blueprint Experience.
5. Respondent's demonstrated understanding of the Project's Scope of Services and its Project Approach to the Successful Delivery of such Services.

END OF OWNER'S REPRESENTATIVE SELECTION CRITERIA