



# City of Jacksonville Beach

Purchasing Division: 1460A Shetter Ave., Jacksonville Beach, FL 32250  
 Tel: 904-247-6229 Fax: 904-270-1639



## REQUEST FOR QUALIFICATIONS

<b>RFP Number:</b>	<b>03-1516</b>
<b>RFP Title:</b>	<b>(1) Downtown Action Plan Implementation and Management Plan, and (2) Miscellaneous Project Specific Task Orders Related to the Action Plan</b>

<b>Submittal Deadline</b>	
<b>Day:</b>	Wednesday
<b>Date:</b>	<b>January 27, 2016</b>
<b>Time:</b>	<b>2:00 P. M.</b>
<b>Location:</b>	Purchasing & Procurement
<b>Address:</b>	1460-A Shetter Ave., Jacksonville Beach, FL 32250

### RFQ TIME LINE:

The **anticipated** schedule for this RFQ is as follows:

Proposal Advertised	December 20, 2015
Deadline for Questions	January 13, 2016
Final Addendum Issued	January 15, 2016
Submission Deadline	January 27, 2016
RFQ Opened	January 27, 2016
RFQ Evaluated	February 19, 2016
Recommendation to City Manager or Council	February 26, 2016

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## **SECTION A: OVERVIEW**

## SECTION A: OVERVIEW

### A. PURPOSE:

The purpose of this RFQ is to procure multi-discipline consulting services to prepare a master Downtown Action Plan Implementation and Management Plan. This deliverable is designed to provide general guidance and broad design criteria for various projects and programs set forth in the *2015 Jacksonville Beach Downtown Action Plan* adopted by the City Council on September 8, 2015. Following the completion and approval of the Downtown Action Plan Implementation and Management Plan, it is the City's intent to proceed with issuing task orders for more detailed and specific plans for implementation of the various Action Plan components.

Copies of the full Scope of Work and the adopted Downtown Action Plan are attached as Exhibit A and Exhibit B to this Request for Qualifications.

A Request for Qualifications (RFQ) is a single-phase process for securing the consulting services described. Responses received to this RFQ will be evaluated and ranked by a Selection Committee in accordance with the process and evaluation criteria contained in Sections D and E of this document.

### B. RFQ DUE DATE: 2:00 PM, WEDNESDAY, January 27, 2016

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, proposals will be received until **2:00 P.M., Wednesday, January 27, 2016**, then, opened publicly by the Property & Procurement Division, 1460-A Shetter Avenue, 1<sup>st</sup> Floor, Jacksonville Beach, Florida 32250.

### C. ELIGIBILITY:

The consulting services contractor(s) must be licensed under the laws of the State of Florida to carry out the tasks described in this RFQ.

### D. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this contract to multiple firms. Notwithstanding the contract(s) resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement; and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**E. ANTICIPATED RFQ TIMELINE:**

The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	December 20, 2015
Deadline for Questions	January 13, 2016
Final Addendum Issued	January 15, 2016
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**F. SUBMITTAL REQUIREMENTS:**

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** CD (or USB thumb drive) in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

**Clearly mark the submittal envelope with the RFQ number, RFQ title and Respondent name.**

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property & Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) no later than Wednesday, January 13, 2015. Interpretation will be in the form of an addendum and will be published on the bid section of the City's website.

RFQ packages can be obtained from the Property & Procurement Division, 1460-A Shetter Avenue, 1<sup>st</sup> Floor, Jacksonville Beach, Florida 32250, telephone 904-247-6229.

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

## **SECTION B: GENERAL PROVISIONS**

## SECTION B: GENERAL PROVISIONS

### A. INSTRUCTIONS TO RESPONDENTS:

(1) Technical Provisions that are explicit to this particular Request for Qualifications Number 03-1516 are found in SECTION C, which begins on page 18.

(2) The Minimal Proposal Package shall consist of the following:

- i. **Respondent's profile and submittal letter**
- ii. **Form 1:** Proposal Tender Form
- iii. **Form 2:** RFQ Award Notice
- iv. **Form 3:** Required Disclosure
- v. **Form 4:** Drug-Free Workplace Compliance
- vi. **Form 5:** Non-Collusion Affidavit
- vii. **Form 6:** Non-Bankruptcy Affidavit
- viii. **Form 7:** Project Team Qualifications
- ix. **Form 8:** Experience
- x. **Form 9:** References

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on page 27.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

### B. TERMS AND CONDITIONS:

(1) General. It is the purpose and intent of this contract to secure the services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."

(2) Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.

(3) Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.

(4) Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:

- i. The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
- ii. The CONTRACTOR fails to perform the work in a timely manner as determined

by the CITY.

- iii. *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

(4) Award.

The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.

The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

- (5) Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

- (6) Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

**C. ADDITIONAL INFORMATION:**

The information in this RFQ package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Jason Phitides, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

**D. ADDENDA TO THE RFQ:**

If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy to each of the Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFQ. However, prior to submittal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFQ. Respondents should either acknowledge receipt of such addenda on their submittal, or attach such addenda to their submittal.

**E. USE OF PROPOSAL RESPONSE FORMS:**

All submittals must include the forms provided in Section F of this package. Failure to comply

may preclude consideration of the submission. Supplemental information may be attached to these forms.

**F. DEVIATIONS FROM REQUESTED PLAN:**

The contract terms and conditions stipulated in this RFQ are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

**G. CONFLICT WITH SPECIMEN CONTRACTS:**

Unless specifically noted to the contrary as a deviation from the RFQ, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFQ in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFQ, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFQ. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFQ or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFQ.

**H. ERRORS IN SUBMITTALS:**

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

**I. LEGAL AND REGULATORY COMPLIANCE:**

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes.

**J. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:**

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

**K. WAIVER/REJECTION OF REPONSES:**

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

**L. AUTHORIZED OFFER:**

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

**M. EVALUATION OF RESPONSES:**

The CITY will evaluate each response based on all the criteria set forth in the RFQ. Fees may be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

**N. PUBLIC ENTITY CRIMES STATEMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

**O. CONFLICT OF INTEREST CERTIFICATE:**

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS,

INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

**P. DISCRIMINATION CLAUSE:**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**Q. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:**

The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.

The City's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

## R. INSURANCE REQUIREMENTS:

### (1) GENERAL INSURANCE PROVISIONS

- i. Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting therefrom, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.
- ii. Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

- iii. Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

### (2) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-DCP Consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-DCP Consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

### (3) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current AM Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount: \$1,000,000 Aggregate

Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

**Professional Liability is required for Contractor and all sub-contractors**

**Pollution Liability is required of Contractor and all subcontractors.**

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

**Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

**Claims Made Coverage – No Gap**

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

**(4) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)’ obligation to fulfill the insurance requirements herein.

**S. PERFORMANCE AND PAYMENT BONDS: NOT APPLICABLE TO THIS PROJECT**

~~Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power of Attorney authorizing him to do so.~~

~~The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.~~

**T. BANKRUPTCY:**

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. **(See attached Form 6).**

**U. NONEXCLUSIVE:**

Notwithstanding the contract resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**V. DRUG FREE WORKPLACE COMPLIANCE FORM:**

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this

form executed by the proper representative of your company. **(See attached Form 4).**

**W. WARRANTY:**

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

**X. PROTEST:**

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Proposal Award Notice, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

**Y. FRAUD AND MISREPRESENTATION:**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**Z. OMISSIONS IN SPECIFICATIONS:**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**AA. FORCE MAJEURE:**

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance

provided that:

- (1) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- (2) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- (3) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- (4) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

**BB. PROPOSAL AWARD NOTICE FORM:**

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

**CC. INDEMNIFICATION:**

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFQ. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

**DD. RFQ IS NOT A BID:**

This Request for Qualifications is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFQ. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

**SECTION C:**  
**TECHNICAL PROVISIONS**

## SECTION C: TECHNICAL PROVISIONS

### A. OBJECTIVE:

To provide contractual services for a project titled:

- i. **Downtown Action Plan Implementation and Management Plan**
- ii. **Miscellaneous Project Specific Task Orders Related to the Action Plan Implementation**

The City of Jacksonville Beach is seeking letters of interest and submittals of qualifications from persons or firms interested in providing multi-disciplinary consulting services on projects for implementation of the 2015 Downtown Action Plan. Completion of both phases of this project is intended to result in a downtown area that will have an interesting, vibrant, cohesive, and harmonious appearance with inviting amenities that will attract a broad array of residents and visitors. The Implementation and Management Plan is intended to be used as a foundation for possible future efforts to market and/or brand downtown Jacksonville Beach.

#### **Anticipated deliverables:**

**Phase 1:** An implementation plan that recommends the phasing/sequencing of each task item, the type of item to be constructed or installed, placement/location of the item, and design criteria that will serve as the basis for the preparation and completion of the specific task orders included in the Scope of Work (Attachment A). The proposal should anticipate one or more public meetings or workshops during this phase of the project.

**Phase 2:** For each of the task orders listed in the Scope of Work (Attachment A), the City is requesting the consultant team's assistance in refining the design criteria recommendations and options from the Downtown Action Plan Implementation and Management Plan to the point where the City can advertise for bids to construct or install each of the project components, i.e., provide detailed plans, specifications, and bid or written quotation documents. For any of the Action Plan projects, the Phase 2 work product may include some or all of the following: type of item to be selected, method of selection, method of construction or installation, and potential bidders or direct vendors.

### B. CONTRACT PERIOD:

The consulting services contract will be for a three (3) year period with a City option for up to three (3) one-year extensions of the initial contract. Following the completion of the Downtown Action Plan Implementation and Management Plan, Task Orders will be issued for each Action Plan project specified in the contract.

### C. TECHNICAL REQUIREMENTS:

Firms or consultant teams wishing to be considered for this contract must show evidence that the personnel assigned to the projects have general experience and proficiency in the following

areas:

- (1) Urban planning.
- (2) Urban design and architecture.
- (3) Landscape architecture.
- (4) Sign design and wayfinding systems; and commercial district branding and marketing, including use of social media techniques.
- (5) Recreation and open space planning and design.
- (6) Development and implementation of public art programs, including sculptures and murals.  
[NOTE: The intent is to focus on the use of artists living and working in Northeast Florida]
- (7) Design and fabrication or selection of commercially available pod-type seating, shade structures, and bicycle racks.
- (8) Street and parking lot lighting to enhance public safety and security.

Respondents are encouraged to carefully review the attached Scope of Services to identify and include other disciplines or areas of expertise that could contribute positively to the successful completion of the work described.

**D. GENERAL INFORMATION:**

All responses shall provide a straight-forward, concise delineation of the respondent's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content, and not on volume or elaborate presentation materials.

Respondents who submit a response to this RFQ may be required to make an oral presentation to the Selection Committee.

The contents of the response submitted by the successful respondent as well as this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. The successful respondent will be expected to sign a contract with the City.

The City reserves the right to reject any and all responses received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

The City of Jacksonville Beach is not responsible for the U.S. Mail or private couriers regarding receipt of a proposal.

The submission of a response shall be considered prima facie evidence that the firm has full knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.

The firm shall furnish the City with any additional information that may be reasonably required.

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

The City reserves the right to conduct interviews with any or all firms prior to the final selection. The City will not be liable for any costs incurred by the firm in connection with an interview.

All materials submitted in response to this Request for Qualifications shall become the property of the City of Jacksonville Beach.

All expenses incurred by a firm to respond to this RFQ shall be the obligation of the firm and shall not be a liability of the City.

The City reserves the right to use the City's resources, facilities, capabilities, and materials for services requested in the RFQ. All materials and work products produced by the firm for the City shall become the exclusive property of the City and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of the City.

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

## **SECTION D:**

# **EVALUATION AND RECOMMENDATION**

## **SECTION D: EVALUATION AND AWARD PROCEDURES**

The City's Selection Committee will evaluate the submittals and rank the respondents in the order of demonstrated qualifications, experience and competence to meet the needs of the City.

The City may, at its sole discretion, invite selected respondents to engage in discussions and/or make a presentation to allow the respondent an opportunity to support or clarify their qualifications. Following these discussions and or presentations, if they occur, the Selection Committee will submit their recommendations and ranking to the City Manager and/or City Council for approval.

If the City Manager and/or City Council accept the Selection Committee recommendations and ranking, and the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranking respondent(s). If an agreement cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the next highest ranked respondent and so on. If a contractual agreement cannot be reached with any of the respondents initially qualified, the Selection Committee may qualify additional respondents from the submitted responses, or repeat the entire RFQ process at the City's sole discretion.

Evaluation Criteria will be based on the following:

- A. Project Team Qualifications.
- B. Experience.
- C. References.
- D. Location of Firm.

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

## **SECTION E:**

# **SUBMITTAL REQUIREMENTS**

## SECTION E: SUBMITTAL REQUIREMENTS

Respondents are strongly advised not to prepare responses based on any assumption or understanding that negotiations will take place. Respondents are advised to respond to this RFQ fully and with forthrightness at the time of submission.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

### A. Project Team Qualifications:

- (1) Identify the Consulting Services team, their relationship and accountabilities within the services to be provided.
- (2) The consulting services contractor(s) must be licensed under the laws of the State of Florida to carry out the tasks described in this RFQ.

### B. Experience:

- (1) Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc.
- (2) Present a concise outline of specific services your firm/team is qualified and prepared to provide.

### C. References:

List a minimum of three (3) projects for which the Consulting Services Contractor has provided/is providing Consulting Services which are similar to this project. In determining which projects are most related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first.

For each of the listed projects, provide the following information:

- (1) Project Name and Location.

- (2) Type of Client (Public or Private, City, County, etc.).
- (3) Contact Name, telephone number and email address.
- (4) Services Provided.
- (5) Approximate Project/Construction Start and End Dates.
- (6) Any project specific information relative to the services required by the City of Jacksonville Beach.

**D. Location of Firm:**

Provide the physical address of the firm on the Proposal Tender Form.

***At a minimum, response packages should include the required Forms described in Section F: Forms, together with the three criteria items described in Section E.***

**City of Jacksonville Beach**  
Planning & Development – Downtown  
Redevelopment  
Date: 12/20/2015

**RFQ #: 03-1516**

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

**SECTION F:**  
**SUBMITTAL FORMS**

**FORM 1**

**PROPOSAL TENDER FORM (page 1 of 2)**

**RFQ NUMBER: 03-1516**

TITLE: (1) Downtown Action Plan Implementation and Management Plan and (2) Miscellaneous Project Specific Task Orders Related to the Action Plan

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA      DATE: \_\_\_\_\_

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

**NOTE:** Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFQ, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 00-1516 (1) Downtown Action Plan Implementation and Management Plan and (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this proposal document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: \_\_\_\_\_

Printed Name of Authorized Submitter

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Submitter

\_\_\_\_\_  
Title (typed or neatly printed)

**FORM 1**

**PROPOSAL TENDER FORM (page 2 of 2)**

<b><u>PROPOSAL DOCUMENT TURN-IN CHECKLIST</u></b>		
<p>The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.</p>		
INITIAL Check-Off	#	SECTION TITLE
[   ]	<b>1.</b>	Title Page
[   ]	<b>2.</b>	Table of Contents
[   ]	<b>3.</b>	Letter of Transmittal
[   ]	<b>4.</b>	<b>FORM 1:</b> PROPOSAL TENDER FORM (completed pages 27 - 28)
[   ]	<b>5.</b>	<b>FORM 2:</b> RFQ AWARD NOTICE FORM – (completed page 20)
[   ]	<b>6.</b>	<b>FORM 3:</b> REQUIRED DISCLOSURE FORM (completed page 30)
[   ]	<b>7.</b>	<b>FORM 4:</b> DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 31)
[   ]	<b>8.</b>	<b>FORM 5:</b> NONCOLLUSION AFFIDAVIT (completed page 32)
[   ]	<b>9.</b>	<b>FORM 6:</b> Non-Bankruptcy Affidavit (page 33)
[   ]	<b>10.</b>	<b>FORM 7:</b> Project Team Qualifications (page 34)
[   ]	<b>11.</b>	<b>FORM 8:</b> Experience (pg. 35)
[   ]	<b>12.</b>	<b>FORM 9:</b> References (page 36)
[   ]		
<p><b>NOTE:</b> Please INITIAL Check-Off of each <i>document / activity / requirement</i> that is attached to the Proposal Tender Form and/or is required by the RFQ and/or Addenda.</p>		
<b><u>ADDENDA RECEIPT VERIFICATION</u></b>		
<p><b>Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.</b></p>		
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____	
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____	

**FORM 2**

**RFQ AWARD NOTICE**

City of Jacksonville Beach  
1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**NOTICE:** Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

- 1. Company Name: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. City, State & Zip: \_\_\_\_\_
- 4. Attention: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
\*\*\*\*\*

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 03-151** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Proposal Award Notice from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFQ, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.  
Sincerely,

CITY OF JACKSONVILLE BEACH  
/s/ Jason Phitides  
Property & Procurement Division



**FORM 4**

**DRUG-FREE WORKPLACE COMPLIANCE**

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

**FORM 5**

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of  
the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of  
all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, including this affidavit, have in any way,  
colluded, conspired, connived or agreed, directly or indirectly, with any other respondent ,  
firm or person to submit a collusive or sham proposal in connection with the Contract for  
which the attached proposal has been submitted; or to refrain from responding in  
connection with such Contract; or have in any manner, directly or indirectly, sought by  
agreement or collusion or communication, or conference with any respondent firm, or  
person to fix the price or prices in the attached proposal or of any other respondent or to  
fix any overhead, profit, or cost elements of the proposal price or the proposal price of any  
other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful  
agreement any advantage against other Respondents, or any person interested in the  
proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted  
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the  
respondent or any other of its agents, representatives, owners, employees or parties in  
interest, including his affidavit.

By: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ is an officer and member of the firm of  
\_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ #: 03-1516**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
(Name of affiant)

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

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary's Printed Name

\_\_\_\_\_  
Expiration of Notary's Commission

Affix Seal Here:

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

**FORM 7**

**PROJECT TEAM QUALIFICATIONS**

Credentials of the project team (See Section E: paragraph 1 on page 24).

[ATTACH ADDITIONAL PAGES AS NEEDED]

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

**FORM 8**

**EXPERIENCE**

Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc. Present a concise outline of specific services your firm/team is qualified and prepared to provide.

[ATTACH ADDITIONAL PAGES AS NEEDED]

- (1) Downtown Action Plan Implementation and Management Plan, and**
  - (2) Miscellaneous Project Specific Task Orders Related to the Action Plan**
- 

**FORM 9**

**REFERENCES**

List a minimum of three (3) projects for which the Proposer has provided/is providing Consulting Services which are similar to this project. In determining which projects are most related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first.

For each of the listed projects, provide the following information:

- (1) Project Name and Location.
- (2) Type of Client(s).
- (3) Contact Name, telephone number and email address.
- (4) Services Provided.
- (5) Approximate Project/Construction Start and End Dates.
- (6) Any project specific information relative to the services required by the City of Jacksonville Beach.

[ATTACH ADDITIONAL PAGES AS NEEDED]

## ATTACHMENT A.

### SCOPE OF SERVICES

The City of Jacksonville Beach is seeking proposals from consulting firms or consultant teams to develop a *Downtown Action Plan Implementation and Management Plan* to guide the development of certain components of the 2015 Downtown Action Plan approved by the City Council on September 8, 2015.

Consultants or consultant teams with expertise and the capability of carrying out projects in the areas of city planning, urban design, architecture, landscape architecture, wayfinding and sign design, and public art will be considered. The selected consultant or consultant team will be solely responsible for completing Phase 1 of the *Downtown Action Plan Implementation and Management Plan*. The City will, however, consider proposals that contemplate the use of specialized subconsultants for any of the individual task orders.

#### **A. The Downtown Action Plan**

The City of Jacksonville Beach (the City) has developed a Downtown Action Plan (the Plan) based on community input (surveys, group tours, workshops). The Plan primarily addresses the area in Jacksonville Beach, Florida between Beach Boulevard, A1A (Third Street), 9<sup>th</sup> Avenue North and the Atlantic Ocean. Within the categories of public spaces, transportation, commercial spaces, entertainment and events and quality of life, the Plan is intended to:

- Make Downtown attractive to a variety of residents and visitors of all ages
- Increase transportation and parking options, making it easier to get Downtown
- Make visitors feel safer, and
- Create a sense of place by adding design features that make Downtown a unique and memorable destination

A number of changes in the areas of transportation and safety are already underway. The City is now seeking proposals from firms that are capable of coordinating and carrying out some or all of the projects listed in Phase 2, below, so that, when completed, the elements will work together to create a cohesive, harmonious visual appearance that may be used as a foundation for possible future efforts to market and/or brand downtown Jacksonville Beach. The adopted plan refers to the ideas of the beach, ocean/marine life and related pursuits as the preferred theme for these elements. Location and placement of these elements should consider the practical aspects of how the roughly 24-square block area is used by residents and visitors at various times of the day and night.

#### **B. PHASE 1 – DOWNTOWN ACTION PLAN PROGRAM AND MANAGEMENT PLAN:**

Prepare a detailed *Downtown Action Plan Implementation and Management Plan* to guide the preparation of specific plans for the implementation of the projects listed in Phase 2 of the 2015 Downtown Action Plan approved by the City Council on September 8, 2015.

C. **PHASE 2 – TASK ORDERS:**

After the completion and adoption of the *Downtown Action Plan Implementation and Management Plan*, the City and the Consultant shall negotiate a fee and schedule for the completion some or all of the following elements of the 2015 Downtown Action Plan:

Action Plan projects that are included in this Phase 2 are:

- (1) **Commercial Spaces: Downtown Branding and Marketing:** Following the general concepts established in Phase 1, formulate a comprehensive wayfinding sign program using the surfboard theme to rebrand and market downtown [Action Plan Project D.3.a]; and **Public Spaces: Signage:** Develop an implementation plan for manufacture and installation of additional wayfinding signs using the surfboard theme. [Action Plan Project A.6.a].
- (2) **Public Spaces: Fishing Pier:** Design and prepare biddable plans for the construction and installation of an entry identification signage package, to include a possible archway over access ramp from the SeaWalk; and provide new, more attractive security fencing for the pier. The Fishing Pier entry design shall be compatible with the branding, marketing, and signage concepts developed in Phase 1. [Action Plan Project A.5.a]
- (3) **Public Spaces: Public Art:** Develop and coordinate a program for the creation and installation of additional public art features with beach/ocean life/surfer themes and giving preference to utilize local (Northeast Florida) artists. [Action Plan Project A.3.a]
- (4) **Public Spaces: Public Art:** Develop and coordinate implementation of a program for the creation and placement of murals on future parking structures and other blank walls; subject to review for sign code conformity, and consistency with beach/ocean life/surfer themes. [Action Plan Project A.3.b]
- (5) **Public Spaces: Signage:** Evaluate and develop methods of using social media techniques to link public to information available on the City website, e.g., location of lifeguard station, restrooms, handicapped beach accesses, bike racks, etc. [Action Plan Project A.6.c]
- (6) **Public Spaces: Latham Plaza:** Develop a master plan to improve the use of public space at Latham Plaza. Upon approval of a preliminary concept plan, a final design and construction documents may be authorized to be prepared to bid and construct the project. [Action Plan Project A.7.a]
- (7) **Public Spaces: Pod-Type Seating and Shade Structures:** Develop pilot program to provide pod type and/or shaded seating where appropriate in the Downtown area, starting with purchasing round concrete pods to be placed near the Jacksonville Beach Fishing Pier. Additional shapes and sizes are to be evaluated and priced. Additional locations where pod-

type seating may be added in the future will be identified within the Downtown District. [Action Plan Project A.4.a]

(8) **Public Spaces: Lighting:** Conduct an evaluation of existing lighting conditions and maintenance issues throughout the Downtown District and recommend improvements or repairs as needed to provide enhanced lighting at various locations throughout the Downtown District. [Action Plan Project A.2.a]

(9) **Transportation: Bicycling:** Assist with the implementation of a master plan for additional conventional or decorative bicycle racks at selected locations in Downtown. [Action Plan Project B.1.a]

**PUBLIC INVOLVEMENT AND MEETINGS:** The selected firm should plan one or more public meetings or workshops during Phase 1. Public involvement activities during Phase 2 will be negotiated along with the specific scope of work and fee for each. Proposers will be requested to provide a fixed, reimbursable dollar amount per meeting or workshop as an allowance for attending public meetings in Jacksonville Beach during Phase 1.

- (1) Downtown Action Plan Implementation and Management Plan, and
- (2) Miscellaneous Project Specific Task Orders Related to the Action Plan

**EXHIBIT B.**

**CITY COUNCIL RESOLUTION NO. 1949-2015  
 AMENDING THE JACKSONVILLE BEACH DOWNTOWN COMMUNITY  
 REDEVELOPMENT PLAN BY ADDING ADDITIONAL PROGRAM  
 ELEMENTS, PROVIDING FOR THE MAINTENANCE AND  
 REPAIR OF TAX INCREMENT-FUNDED CAPITAL INVESTMENTS,  
 AND EXTENDING THE TIME FOR COMPLETION TO THE YEAR 2045**

[APPROVED BY THE CITY COUNCIL ON SEPTEMBER 8, 2015]

2015 DOWNTOWN ACTION PLAN	
REDEVELOPMENT PLAN ACTION ITEMS	COMPLEMENTARY CITY ACTION ITEMS
<b>A.1 PUBLIC SPACES: Restrooms</b>	
<p><b>a. <u>Add restroom at Oceanfront Park.</u></b></p> <p>Description: Construct a 4-stall, unisex restroom and outdoor shower station. This project also includes remodeling of the SeaWalk Pavilion to provide secure storage for material and equipment, two-stall, unisex restroom, and performer’s lounge.</p> <p>Estimated Cost<sup>1</sup>: Oceanfront Park - \$250,000 / SeaWalk Renovations - \$250,000</p>	<p><b>b. <u>Extend the hours that they are open</u></b></p> <p>Description: Evaluate the cost and effectiveness of increasing the amount of time that public restrooms are available to be used.</p> <p>Estimated Cost<sup>1</sup>: \$45,000 preliminary estimate for increase in annual operating cost only.</p>
	<p><b>c. <u>Develop an ongoing system to check the cleanliness of restrooms</u></b></p> <ul style="list-style-type: none"> <li>i. Work program for maintenance contractor</li> <li>ii. Establish regular cleaning program – Level of Service = every 90 minutes while restrooms are open</li> <li>iii. Attendants wear uniforms</li> </ul> <p>Description: Bid documents will be prepared and sent out for pricing. A new contractor will be retained to implement the enhanced maintenance program.</p> <p>Estimated Cost<sup>1</sup>: Included in annual operating cost estimate for A.1.a, above.</p>

- (1) Downtown Action Plan Implementation and Management Plan, and
- (2) Miscellaneous Project Specific Task Orders Related to the Action Plan

2015 DOWNTOWN ACTION PLAN	
REDEVELOPMENT PLAN ACTION ITEMS	COMPLEMENTARY CITY ACTION ITEMS
<b>A.2 PUBLIC SPACES: Lighting</b>	
<p><b>a. <u>Enhanced lighting at various locations where needed throughout the Downtown District</u></b></p> <p>Description: Continuously monitor existing lighting conditions and maintenance issues throughout the Downtown District and implement improvements or repairs on an as-needed basis.</p> <p>Estimated Cost<sup>1</sup>: \$10,000-\$25,000 annually</p>	
<b>A.3 PUBLIC SPACES: Public Art</b>	
<p><b>a. <u>Create and install additional public art features with beach/ocean life/surfer themes, such as lifeguards, fishing, ocean life, and surfing</u></b></p> <p>Description: Prepare a request for proposals, request for qualifications or competition for artists to design and create public art that has a beach/ocean life theme. Projects selected through this process will be installed at selected locations in the redevelopment district.</p> <p>Estimated Cost<sup>1</sup>: \$20,000-\$100,000</p>	
<p><b>b. <u>Murals on future parking structures and other blank walls, subject to review for sign code conformity, and consistency with beach/ocean life/surfer themes</u></b></p> <p>Description: Prepare a request for qualifications or competition for artists to design and create public art in the form of murals with a beach/ocean life theme. Projects selected through this process will be installed at selected locations in the redevelopment district.</p> <p>Estimated Cost<sup>1</sup>: \$20,000-\$50,000</p>	

- (1) Downtown Action Plan Implementation and Management Plan, and
- (2) Miscellaneous Project Specific Task Orders Related to the Action Plan

<b>2015 DOWNTOWN ACTION PLAN</b>	
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<b>A.4 PUBLIC SPACES: Pod-Type Seating</b>	
<p><b>a. <u>Develop pilot program to provide pod type and/or shaded seating where appropriate in the Downtown area</u></b></p> <p>Description: Round concrete pods will be purchased and placed near the Jacksonville Beach Fishing Pier. Additional shapes and sizes are being evaluated and priced. Pod-type seating will be added as needed and where needed at various locations within the Downtown District.</p> <p>Estimated Cost<sup>1</sup>: \$8,000</p>	
<b>A.5 PUBLIC SPACES: Fishing Pier</b>	
<p><b>a. <u>Improve pier entry identification signage (possible archway over access ramp from the SeaWalk) and provide new, more attractive security fencing</u></b></p> <p>Description: Prepare a request for proposals or request for qualifications for consulting services to develop a new wayfinding sign program for Downtown Jacksonville Beach. The RFP/RFQ will encompass all of the Action Plan proposals related to branding, signage, and visitor information systems.</p> <p>Estimated Cost<sup>1</sup>: \$100,000-\$150,000</p>	<p><b>b. <u>Consider increasing the functionality of the Pier by allowing special events to attract people of all ages, such as fishing tournaments, surf contests, food festivals, etc.</u></b></p> <p>Description: A pilot test of an event at pier with “Red Bull” Surf Expo was conducted. At this time no promoters have proposed other events.</p> <p>Estimated Cost<sup>1</sup>: No increase</p>
<b>A.6 PUBLIC SPACES: Signage</b>	
<p><b>a. <u>Install additional wayfinding signs using the surfboard theme</u></b></p> <p>Description: Prepare a request for proposals or request for qualifications for consulting services to develop a new wayfinding sign program and implementation program for Downtown Jacksonville Beach. The RFP/RFQ will encompass all of the Action Plan proposals related to branding, signage, and visitor information systems.</p> <p>Estimated Cost<sup>1</sup>: Included in the cost estimate for A.5.a above</p>	<p><b>b. <u>Provide some type of temporary signage as needed to remind motorists to stop for pedestrians in crosswalks</u></b></p> <p>Description: The folding type signs are portable and can be placed in high volume pedestrian areas when officers are present to provide added safety for both pedestrians and motorists. The signs can be carried in the trunk of the officers’ cars and used during special events, holidays, and bar closing. The proposal is to purchase six of the signs at a cost of approximately \$100.00 each.</p> <p>Estimated Cost<sup>1</sup>: ±\$600</p>

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<p><b>c. <u>Consider use of social media techniques to link public to information available on the City website, e.g., location of lifeguard station, restrooms, handicapped beach accesses, bike racks, etc.</u></b></p> <p>Description: Prepare a request for proposals or request for qualifications for consulting services to develop a new wayfinding sign program for Downtown Jacksonville Beach. The RFP/RFQ will encompass all of the Action Plan proposals related to branding, signage, and visitor information systems.</p> <p>Estimated Cost<sup>1</sup>: Included in the cost estimate for A.5.a above</p>	
<b>A.7 PUBLIC SPACES: Latham Plaza</b>	
<p><b>a. <u>Develop a master plan to improve the use of public space at Latham Plaza</u></b></p> <p>Description: A preliminary design and proposed location will be developed utilizing shade sails with playground equipment placed on an artificial turf and poured in place mulch surface. Upon approval of the preliminary design and location, the final design will be prepared and the project will be constructed.</p> <p>Estimated Cost<sup>1</sup>: \$240,000</p>	
<b>A.8 PUBLIC SPACES: Streets</b>	
<p><b>a. <u>Remove concrete barriers on 3<sup>rd</sup> Avenue North and North 1<sup>st</sup> Street</u></b></p> <p>Description: It will be determined if the removal of the concrete barriers is reasonably feasible. Once confirmed, the barriers will be removed and the barrier material disposed of. The barriers will be replaced by blending with materials in adjacent areas. Work to be done by contractor.</p> <p>Estimated Cost<sup>1</sup>: \$30,000</p>	<p><b>c. <u>Enhance landscape maintenance on North 1<sup>st</sup> Street and avenues between Beach Boulevard and 6<sup>th</sup> Avenue North</u></b></p> <p>Description: New bid will be sent out in the Fall to obtain a separate price for work in the downtown area that will increase service for items that include palm trimming, fertilizer, and maintenance.</p> <p>Estimated Cost<sup>1</sup>: \$35,000 per year</p>

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<p><b>b. <u>Improve the delineation between the roadway and pedestrian space on North 1<sup>st</sup> Street (bollards similar to type at the 1<sup>st</sup> Avenue North walkway)</u></b></p> <p>Description: In areas of 1<sup>st</sup> street where there is no clear delineation between the roadway and the public walkway, decorative bollards could be installed to provide a barrier between pedestrians and moving traffic. Where there is sufficient space, decorative bike racks could be used as an additional option. These would serve as barriers as well as provide additional bicycle parking. The Police and Public Works Department will map out proposed bollard and/or bike rack locations and secure approval of the proposed plan. The type of bollards will be selected and purchased with installation to be carried out by a contractor.</p> <p>Estimated Cost<sup>1</sup>: \$30,000</p>	<p><b>d. <u>Identify a suitable location or locations for dedicated taxi stands in the Downtown District</u></b></p> <p>Description: During peak hours, the parking spaces on the east side of 1<sup>st</sup> Street can be designated as “Taxi Only” parking. This provides a safe location for taxis and other livery vehicles to safely load and unload passengers. It will also provide livery vehicles a location to wait for fares at closing time for the establishments in the downtown area. This will be more convenient and safer for those looking for a taxi or other livery vehicle.</p> <p>Estimated Cost<sup>1</sup>: Minor cost for signage and pavement markings</p>
<b>B.1 TRANSPORTATION: Bicycling</b>	
<p><b>a. <u>Prepare and implement a master plan for additional, decorative bicycle racks at selected locations in Downtown; and enhance bicycle and vehicular safety</u></b></p> <p>Description: The Police Department has prepared an inventory of locations in the core area where new or additional bike racks are needed. In addition, the City will be evaluating installing decorative bike racks at some of the more visible locations as a part of a public art program. Prepare a RFP, RFQ competition for a program to purchase and install both standard and custom bike racks in locations identified in the Police Department plan. Custom racks would be thematically tied to the beach/ocean life themes identified in the Public Art component of this plan and installed in a few highly visible locations in the Downtown core.</p> <p>Estimated Cost<sup>1</sup>: \$150,000</p>	

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<b>B.2 TRANSPORTATION: Roundabouts</b>	
<p><b>a. <u>Conduct a traffic engineering analysis of the roundabouts on Beach Boulevard at 1<sup>st</sup> and 2<sup>nd</sup> Streets, and design and construct modifications as needed to improve traffic operations in the corridor</u></b></p> <p>Description: Prepare a scope of services for an in-depth analysis of traffic operations on Beach Boulevard between 1<sup>st</sup> Street and 3<sup>rd</sup> Street to determine if any modifications to the existing roundabouts or moving lanes are justified. Obtain a fee proposal for traffic analysis and engineering design services through a continuing services firm or subcontractor. Design and construct modifications to the road segment if warranted.</p> <p>Estimated Cost<sup>1</sup>: Traffic Study-\$35,000 / Engineering Design-\$25,000 / Construction-\$250,000</p>	
<b>B.3 TRANSPORTATION: Pedestrian Safety</b>	
<p><b>b. <u>Design and construct a well-marked pedestrian crossing with flashing signal and pavement lighting at 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Street</u></b></p> <p>Description: The FDOT has compiled relevant traffic incident data for the area around 2<sup>nd</sup> Avenue North at S.R. A-1-A for a proposed pedestrian/bike crossing and has scheduled the collection of pedestrian counts for the 1<sup>st</sup> and 2<sup>nd</sup> Avenue North intersections. With that data, FDOT staff is hopeful that the project can be implemented utilizing Safety funding, which could get the project implemented sooner than if it has to be programmed and compete for funding as a standard Work Program project.</p> <p>Estimated Cost<sup>1</sup>: \$300,000</p>	<p><b>a. <u>Monitor on-going FDOT pedestrian safety study being conducted for A1A in Jacksonville Beach</u></b></p> <p>Description: In October, 2014 the FDOT completed “Pedestrian Roadway Safety Audits” on State Road A-1-A from (1) the St. Johns County Line north to Beach Boulevard, and (2) from Beach Boulevard north to Atlantic Boulevard. Both studies culminated in a series of recommendations for short-, mid-, and long-term site specific safety related improvements. Some of the recommended improvements, such as a new pedestrian crossing at A-1-A and 2<sup>nd</sup> Avenue North, constitute stand-alone safety improvement projects, while others are identified for consideration during design of other work projects planned for these portions of A-1-A.</p> <p>Estimated Cost<sup>1</sup>: To be determined upon definition of project scope</p>

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<b>B.4 TRANSPORTATION: Beaches Trolley</b>	
	<p><b>a. <u>Support the Jacksonville Transportation Authority in managing the efficient and effective operation of the Beaches Trolley to include:</u></b></p> <ul style="list-style-type: none"> <li>i. Expanded hours of operation</li> <li>ii. Improved public information on trolley routes and schedules, including the use of social media to obtain route and schedule information</li> <li>iii. Improved trolley route and provide stops at optimum locations</li> <li>iv. Fifteen-minute headways during peak months</li> <li>v. Consider expanding trolley service during major special events, such as the bi-annual airshow</li> </ul> <p>Description: Continue to use JTA-prepared and other promotional materials to promote ridership on the Beaches Trolley through social media, the City's website and other publicity.</p> <p>Estimated Cost<sup>1</sup>: Minimal city costs if using JTA materials</p>
<b>B.5 TRANSPORTATION: Parking</b>	
<p><b>a. <u>Construct a surface or structured parking facility on CRA-owned land on North 2<sup>nd</sup> Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue North, including facilities to store police equipment</u></b></p> <p>Description: <b>Surface Parking Lot:</b> Complete the engineering design for a ±90-space surface parking lot with an approximately 2,500 sf. Downtown CAPE equipment storage building.</p> <p><b>Parking Structure:</b> Prepare a RFP/RFQ for consultant services to undertake a financial feasibility for a ±280-space parking garage with up to 11,500 sf. of leasable commercial space on the 4<sup>th</sup> Avenue North frontage. The parking garage project may include partnering with the Jacksonville Transportation Authority to provide a park and ride facility for a future Bus Rapid Transit system. If demonstrated to be financially feasible, prepare a RFP for design build</p>	<p><b>b. <u>Explore feasibility of private funding with a provider such as "Beach Buggies" to offer a shuttle program for Downtown workers on weekends utilizing parking spaces at the O&amp;M Building on Shetter Avenue</u></b></p> <p>Description: The city will attempt to facilitate private partnerships that would provide parking at no cost to businesses at the O&amp;M building on Shetter Avenue on weekends for their employees. With the assistance of a private livery service such as beach buggies, employees could be shuttled to the downtown area. This would free some of the limited parking in the downtown area, while saving employees money for parking if they coordinate times with other employees.</p> <p>Estimated Cost<sup>1</sup>: No cost to the City</p>

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<p>construction team to design and construct the facility.</p> <p>Estimated Cost<sup>1</sup>: Surface Parking Lot-\$400,000 to \$450,000 / Parking Structure-\$6.05M to \$7.85M</p>	<p><b><u>c. Prepare a pilot program seeking to reduce non-resident parking in residential areas where there is no off-street parking available adjacent to Downtown</u></b></p> <p>Description: In a limited area of the CBD, (1<sup>st</sup> Avenue South east of A1A to 4<sup>th</sup> Avenue South, excluding the unit blocks) provide resident-only, on-street parking to residents where no private parking available. Complete a block by block analysis of the available private parking to locate residents with no private parking available. Develop a sticker system to permit them to park on the street in restricted areas. In some area where businesses are located, two hour parking could be put in place to create turnover of those spaces. In areas where no residential parking is required, open parking will not change.</p> <p>Estimated Cost<sup>1</sup>: Signage and other operating costs to be determined</p>
<b>C.1 PUBLIC SAFETY: Managing the Nighttime Economy</b>	
<p><b><u>a. Train the downtown community policing team on code enforcement and ensure there is a positive police presence</u></b></p> <p>Description: The Downtown CAPE officers interact daily with businesses in the downtown area. They often have opportunities to observe code enforcement issues before they reach the level of issuing a notice of violation. The officers have the ability to see violations such as leaky dumpsters, smelly grease traps, and other such violations. They can promptly communicate the issue to the business before it reaches the level of enforcement action. The officers will also meet monthly with the codes enforcement officer for the city to discuss actions and exchange information.</p> <p>Estimated Cost<sup>1</sup>: Minimal travel and training cost to secure State of Florida Code Enforcement Certification</p>	<p><b><u>c. Continue police patrols in areas where illegal activities, such as drug or marijuana use, are occurring</u></b></p> <p>Description: The process of directed patrol to areas of concerns is done continuously on a daily basis and is completed by DT CAPE officers as well as Patrol and Citizens On Patrol (COPs).</p> <p>Estimated Cost<sup>1</sup>: Currently funded</p>

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<p><b>b. <u>Assist businesses with crime prevention, to include better environmental design</u></b></p> <p>Description: There are many aspects of crime prevention. The DT CAPE officers will work with the businesses to assist them with establishment lay out, lighting, how to better form lines, video placement, and many other things that can be done to provide a safer environment for customers.</p> <p>Estimated Cost<sup>1</sup>: Minimal travel and training cost</p>	<p><b>e. <u>Change the alcohol ordinance to prohibit restaurants from removing tables and chairs to become nightclubs</u></b></p> <p>Description: Restaurants are required to follow many guidelines that bars are not required to follow. For instance, restaurants are required to derive 51% of all gross revenue from food. They are also required to serve full course meals and have seating for no less than 150 people to be served full course meals at all hours of operation. In some cases, the restaurants are not providing food to patrons at all hours of operation; in fact, they close kitchens completely. They have also broken down seating and moved it to the side to accommodate additional patrons for alcohol service. In many cases, the Florida Alcohol Beverage Department does not have the resources to enforce many of these violations. Jacksonville Beach could improve the language in the current alcohol ordinance to prevent establishments licensed as restaurants from becoming nightclubs.</p> <p>Estimated Cost<sup>1</sup>: Cost to enforce may be absorbed in current operating budget</p>
<p><b>d. <u>Develop programs for alcohol employees and partner with businesses to provide consistent training and procedures, including uniforms, not over serving patrons, etc.</u></b></p> <p>Description: Officers will also suggest a common type of clothing for door staff and management. This provides customers with an immediately recognizable figure to ask for assistance when needed. It also provides law enforcement the same ability to recognize staff in an emergency situation. Making this uniform from one establishment to the next has proven to assist customers in other areas with strong nighttime activity.</p> <p>Estimated Cost<sup>1</sup>: No cost to the City</p>	<p><b>f. <u>Consider modifications to the regulations governing the hours of operation for restaurants with 4-COP-SRX beverage licenses</u></b></p> <p>Description: The city can modify the required closing time for restaurants serving alcohol, from 2:00am to any time after midnight by state law. If the city were to consider an earlier closing time, it would assist in public safety by having staggered closing times. It could also assist with transportation issues by not having so many people in the downtown area looking for a cab at the same time. On busy nights, many of the bars are at capacity for some time before closing. This would prevent people from moving from a restaurant to a bar when many bars are already at capacity.</p> <p>Estimated Cost<sup>1</sup>: Cost to enforce may be absorbed in current operating budget</p>

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<b>D.1 COMMERCIAL SPACES: Incentives for Non-Alcohol Businesses</b>	
<p><b>a. <u>Develop and implement a program of economic development Incentives such as remodeling/tenant/facade improvement loans or grants, short-term rental assistance, grease trap rebates, etc. for retail, food service or office-based businesses</u></b></p> <p>Description: Research incentive programs offered by other communities through their CRA using tax increment trust fund monies. Prepare an incentive program with appropriate components suited to the Downtown Jacksonville Beach retail, restaurant, and office market.</p> <p>Estimated Cost<sup>1</sup>: \$250,000 for program start-up</p>	
<p><b>b. <u>Implement a grease interceptor rebate program available for all food service establishments in Downtown</u></b></p> <p>Description: Implemented via Resolution 1938-2014. A qualifying grease interceptor installation is eligible for reimbursement of 50% of total qualifying costs, not to exceed \$5,000.</p> <p>Estimated Cost<sup>1</sup>: Not to exceed \$5,000 per approved qualified grease interceptor rebate application.</p>	
<b>D.2 COMMERCIAL SPACES: Business Development</b>	
<p><b>a. <u>Continue working with staff, consultants, the business community, and property owners to identify and recruit a mix of restaurants and retail establishments that provide service for a variety of age groups</u></b></p> <p>Description:</p> <p>Continuously monitor and evaluate consultant activity for the purpose of determining if their work is producing positive results and hire a staff person or consultants to work directly with property owners to market and recruit businesses into the Downtown Redevelopment District.</p>	<p><b>b. <u>Work on ways to attract visitors during the off-peak seasons</u></b></p> <p>Description: Working with Visit Jacksonville, use Convention Development funds to pay for advertising and similar publicity to promote tourism in Jacksonville Beach in the off-peak season.</p> <p>Estimated Cost<sup>1</sup>: Preliminary budget for FY2016: \$23,000</p>

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<p><u>Incentives Program</u>: Research incentive programs offered by other communities through their CRA using tax increment trust fund monies. Prepare an incentive program with appropriate components suited to the Downtown Jacksonville Beach retail, restaurant, and office market.</p> <p>Estimated Cost<sup>1</sup>: \$250,000 for incentives program start-up / Retail Strategies additional cost to be determined</p>	
<b>D.3 COMMERCIAL SPACES: Downtown Branding and Marketing</b>	
<p><b>a. <u>Implement a new wayfinding sign program using the surfboard theme to rebrand and market downtown</u></b></p> <p>Description: Prepare a request for proposals or request for qualifications for consulting services to develop a new wayfinding sign program and implementation program for Downtown Jacksonville Beach. The RFP/RFQ will encompass all of the Action Plan proposals related to branding, signage, and visitor information systems.</p> <p>Estimated Cost<sup>1</sup>: Included in the cost estimate for A.6.a above</p>	<p><b>b. <u>Explore visitor center concept possibly to be located at the Beaches Historical Park</u></b></p> <p>Description: Develop and produce promotional materials to market places to stay, places to eat, places to visit in Jacksonville Beach. Work with existing businesses including the Beaches Historical Park to identify locations where these materials could be distributed to visitors.</p> <p>Estimated Cost<sup>1</sup>: \$5,000-\$20,000 for development; plus annual costs to update and print materials.</p>
<b>D.4 COMMERCIAL SPACES: Public Welfare and Safety</b>	
	<p><b>a. <u>Assist the homeless population by working with the HOPE team, Mission House, etc.</u></b></p> <p>Description: Through ongoing partnerships with many organizations such as Mission House, Sulzbacher Center, and the HOPE team, police will continue to work on reducing the homeless population in the city of Jacksonville Beach.</p> <p>Estimated Cost<sup>1</sup>: No additional cost to the City</p>

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<b>D.5 COMMERCIAL SPACES: Zoning Regulations</b>	
	<p><b>a. <u>Review outdoor bar and restaurant space and parking requirements, and consider allowing outdoor entertainment in the Jacksonville Beach Land Development Code</u></b></p> <p>Description: Revise the Land Development Code (LDC) to allow “outdoor restaurant and bar” areas under 200 s.f. as permitted uses in commercial zoning districts, with no additional parking requirement. The Police and Planning and Development Departments are also working together to develop a reasonable and enforceable set of policies for consideration related to outdoor entertainment/music within outdoor restaurant and bar areas.</p> <p>Estimated Cost<sup>1</sup>: \$7,500</p>
	<p><b>b. <u>Review the off-street parking requirement for restaurants and consider a 50% reduction to encourage restaurant (as opposed to bar) development</u></b></p> <p>Description: In addition to the relief proposed in Item a. above, revise the LDC to reduce the parking requirements for outdoor <u>restaurant</u> areas exceeding 200 s.f. by fifty percent (50%). Outdoor <u>bar</u> areas exceeding 200 s.f. would still be required to provide parking in the same ratio as for indoor bars.</p> <p>Estimated Cost<sup>1</sup>: \$2,500</p>
<b>E.1 ENTERTAINMENT AND EVENTS:</b>	
	<p><b>a. <u>Schedule more city events in non-peak season rather than in the summer months</u></b></p> <p>Description: Special events policy has been changed to allow multiple day events during fall and winter months.</p> <p>Estimated Cost<sup>1</sup>: No additional cost</p>

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	<p><b>b. <u>Encourage more alcohol-free events that attract persons of all ages, such as farmer’s market, car shows, art walks, Deck the Chairs, food truck rallies, etc.</u></b></p> <p>Description: Art walk and car shows are being permitted with the downtown business groups.</p> <p>Estimated Cost<sup>1</sup>: No additional cost</p>
	<p><b>c. <u>Add more outdoor movies</u></b></p> <p>Description: An additional moonlight movie has been scheduled for “Opening of the Beach Weekend”</p> <p>Estimated Cost<sup>1</sup>: \$6,000</p>
<b>F.1 QUALITY OF LIFE: Cleanliness</b>	
<p><b>a. <u>Pressure wash pavers in the Downtown streets, the SeaWalk, and dumpster areas to remove gum, oil stains, etc.</u></b></p> <p>Description: Researching product(s) / equipment for optimal removal of and enhance protection from gum, oil stains, .etc. Then, implement via pilot project with contractor.</p> <p>Estimated Cost<sup>1</sup>: \$50,000-\$75,000</p>	<p><b>c. <u>Cleanliness Campaign – “Leave Only Your Footprints Behind!”</u></b></p> <p>Description: Discussion of including an advertising agency to develop a campaign is being considered.</p> <p>Estimated Cost<sup>1</sup>: To be determined</p>
<p><b>b. <u>Develop program for property and business owners to assist in keeping Downtown clean by picking up trash, cigarette butts, etc. on a daily basis</u></b></p> <p>Description: Work closely with all of the businesses in the downtown area to educate businesses and to begin a voluntary program to take pride in ownership by regularly picking up trash in and around their property. Stressing the importance of keeping all trash picked up in the downtown area will assist the city greatly in their daily efforts as well to keep the downtown pristine.</p> <p>Estimated Cost<sup>1</sup>: No additional cost to the City</p>	<p><b>d. <u>Review and modify the beach clean-up contract, as needed, to improve its effectiveness; provide enhanced service between Beach Blvd and 6<sup>th</sup> Ave North on weekends and holidays</u></b></p> <p>Description: Developing scope with contractor on additional pickup in the afternoon during busy season (when school out) and during mild weather holiday weekends.</p> <p>Estimated Cost<sup>1</sup>: Annually ±\$30,000</p>

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**F.2 QUALITY OF LIFE: Implementation of the Action Plan**

**Begin working to implement the action steps outlined above, which, as a whole, will have a dramatic impact on improving the quality of life in Jacksonville Beach**

**PROJECTS CARRIED OVER FROM 2007 VISION PLAN FOR DOWNTOWN JACKSONVILLE BEACH**

**a. Continue implementation of Phase III of the Downtown Vision Plan Infrastructure Improvement Program east of South 3<sup>rd</sup> Street from Beach Boulevard to 13<sup>th</sup> Avenue South**

Description: Complete the design and begin construction of the roadway and utility improvements in the Phase III-C project area (“Project 1”) between Beach Boulevard and 4<sup>th</sup> Avenue South. Complete the engineering design and permitting for the construction of the remainder of the Phase III area from 4<sup>th</sup> Avenue South to 13<sup>th</sup> Avenue South and develop a phasing plan based on the annual availability of tax increment trust funds to complete the work. This work will include reconstruction of the utility systems and all of the streets, alleys and street ends in the described area of the District.

Estimated Cost<sup>1</sup>: Project 1-\$5.0M / Balance of Phase III-C-\$10.0M-\$12.5M

**b. Construct a surface or structured parking facility on CRA-owned land on North 2<sup>nd</sup> Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue North**

Description: **Surface Parking Lot:** Complete the engineering design for a ±90-space surface parking lot with an approximately 2,500 sf. Downtown CAPE equipment storage building.

**Parking Structure:** Prepare a RFP/RFQ for consultant services to undertake a financial feasibility analysis for a ±280-space parking garage with up to 11,500 sf. of leasable commercial space on the 4<sup>th</sup> Avenue North frontage. The parking garage project may include partnering with the Jacksonville Transportation Authority to provide a park and ride

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<p>facility for a future Bus Rapid Transit system. If demonstrated to be financially feasible, prepare a RFP for design build construction team to design and construct the facility.                      Estimated Cost<sup>1</sup>: Surface Parking Lot-\$400,000 to \$450,000 / Parking Structure-\$6.05M to \$7.85M</p>	
<p><b>c. <u>North 2<sup>nd</sup> Street reconstruction per the Downtown Vision Streetscape Master Plan</u></b></p> <p>Description: Prepare engineering plans for the reconstruction of North 2<sup>nd</sup> Street from Beach Boulevard to 6<sup>th</sup> Avenue North generally following the layout and cross-section proposed in the adopted Downtown Vision Streetscape Master Plan and construct the project.                      Estimated Cost<sup>1</sup>: \$750,000 to \$1.25M</p>	
<p><b>d. <u>Continue monitoring and evaluating existing regulatory measures; propose revisions as needed to promote business retention and development; and the preservation of residential areas</u></b></p> <p>Description: On-going Planning and Development Department and Community Redevelopment Agency activity.                      Estimated Cost<sup>1</sup>: No additional costs</p>	
<b>LONG-TERM POTENTIAL FOR PUBLIC-PRIVATE PARTNERSHIPS</b>	
<p><b>a. <u>New Pablo Avenue Mixed Use Commercial Development: Consider constructing a new roadway on the south side of Latham Plaza and, in cooperation with a private developer, build a mixed use project including a boutique hotel, retail commercial space, and parking structure on the Latham Plaza parking lot site</u></b></p> <p>Description: Prepare a “notice of intent to negotiate” and select a developer for a public-private partnership for a redevelopment project as described above.                      Estimated Cost<sup>1</sup>: To be determined through the negotiation process.</p>	

- (1) Downtown Action Plan Implementation and Management Plan, and
- (2) Miscellaneous Project Specific Task Orders Related to the Action Plan

2015 DOWNTOWN ACTION PLAN	
REDEVELOPMENT PLAN ACTION ITEMS	COMPLEMENTARY CITY ACTION ITEMS
<p><b><u>b. Pier Parking Lot, Hotel, Restaurant, and Retail Development: In conjunction with or following the construction of a new public off-street parking facility, consider developing a hotel, restaurant, and/or retail project on a portion of the Fishing Pier parking lot</u></b></p> <p>Description: Prepare a “notice of intent to negotiate” and select a developer for a public-private partnership for a redevelopment project as described above.</p> <p>Estimated Cost<sup>1</sup>: To be determined through the negotiation process.</p>	