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Solicitation Addendum

Addendum No.: 1
Solicitation No.: 24-R084406ED
Project No.: 6004522
Solicitation Title: Buffalo Creek Park Athletic Expansion Design Services
Addendum Date: May 23, 2024
Procurement Contact: Emily Diaz

RFQ 24-R084406ED is amended as set forth herein. Responses to questions posed by prospective proposers are provided below. This Addendum is hereby incorporated in and made a part of RFQ 24-R084406ED.

The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this RFQ was May 16, 2024.

ADD:

EXHIBIT 3, AERIAL MAP

The attached Exhibit 3, Aerial Map, is hereby incorporated into the RFQ.

QUESTIONS AND RESPONSES:

Q1. Can you let us know the budget for the Buffalo Creek Expansion RFQ?

R1. Proposed design budget is \$5,000,000.

Q2. Are there any As-Builts (from the first design), site plans, or drawings you can share with us either from the first design or if you have anything on this new expansion?

R2. No.

Q3. I am inquiring to ask if there is a cost estimate or budget associated with the RFQ Design – Buffalo Creek Park Athletic Expansion Project.

R3. Refer to R1.

Q4. Would a design subconsultant be excluded from being a construction subconsultant?

R4. Yes.

Q5. Has the Survey, Environmental and Geotechnical work been completed?

R5. No.

Q6. Has the Preliminary Plans been designed?

R6. No.

Q7. Are the Pavilions, Bleachers and shade structures prefabricated?

R7. Prefabricated is allowed and preferred but not specified as a requirement. The County has a set of plans that includes a press box/concession stand with restrooms. The County would prefer to use this as a standard.

Q8. Can the County produce the most recent set of plans designed for Buffalo Creek Park?

R8. To request public records, refer to contact information in Section A, Instructions to Proposers, A.27 Disclosure.

Q9. Are the awarded contract terms and conditions negotiable?

R9. No.

Q10. Is the County going to require any bonds for this RFQ?

R10. Refer to Form 8, Insurance Requirements in the RFQ.

Q11. Page 43, Item 1.03, line m. states design of bleachers and shade structures for spectators and players; is there a seating capacity that the County is aiming to account for?

R11. Player benches: 20-person capacity per side and spectator bleachers: 33-person capacity, 5 tier per side. Shade Structure shall be approximately 12' x 25'.

Q12. Is there a desired number of restrooms fixtures?

R12. Men's restroom: two (2) urinals, one (1) standard toilet, one (1) ADA toilet with sink and hand dryer, two (2) additional sinks, two (2) hand dryers and mirrors (non-glass over each sink, including ADA).

Woman's restroom: three (3) standard toilets, one (1) ADA toilet with sink and hand dryer, two (2) additional sinks, two (2) hand dryers and mirrors (non-glass over each sink, including ADA).

Q13. Is there a site plan that the County has done previously with desired location(s) of the new fields? If so, can the updated site plan be shared?

R13. Refer to R2 and the addition of Exhibit 3, Aerial Map.

Q14. Please confirm that the four fields are in addition to the existing fields currently in use at the Park.

R14. Yes, correct.

- Q15. The solicitation limits responses to 30-double sided pages, confirming that is indeed 60 sides?**
- R15. Yes.
- Q16. Are any items excluded from the page count, in particular covers, tabs, and/or forms?**
- R16. No.
- Q17. Are there any pages for this submittal that does not count towards the page count, such as the cover sheet, table of contents, etc.?**
- R17. Refer to R16.
- Q18. Is the page count defined as 30 printed pages, or 30 double-sided pages (totaling to 60 printed pages)?**
- R18. Refer to R15.
- Q19. What is the budget for RFQ No. 24-R084406ED Buffalo Creek Park Athletic Expansion Design Services Project No. 6004522?**
- R19. Refer to R1.
- Q20. Can you let us know who the original architect was for the current facility?**
- R20. This information is not available due to record retention limitations.
- Q21. Are the new fields to be located in the open area south of the remote-control airfield off 71st street?**
- R21. North of the existing park. Refer to Exhibit 3, Ariel Map.
- Q22. Does this project include 4 fields or 8 fields with 2 being synthetic turf?**
- R22. County is requesting to add four (4) fields with two (2) fields synthetic turf and two (2) fields turf.
- Q23. Would the County please remove Article 28, “No Conflict,” of the Sample Agreement? We believe that this provision is extremely difficult to comply with, given how much work we do with private entities in the area.**
- R23. No.
- Q24. As currently worded, we believe that the indemnity provision on Form 9 is not in compliance with FL Statute 725.08. Would the County please consider rewording the same to conform with the statute? Suggested language per FL Statutes 725.08: “The Successful Proposer shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer in the performance of the contract.”**
- R24. No.

Q25. As currently worded, we believe that the indemnity provision in Article 17 “Indemnification” Section A of the Sample Agreement, is not in compliance with FL Statute 725.08. Would the County please consider rewording the same to conform with the statute? Suggested language per FL Statutes 725.08: “The Successful Proposer shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer in the performance of the contract.”

R25. No.

Q26. Under the Sample Agreement, there is currently no ability for the Consultant to suspend or terminate services in the event the County breaches the contract. Would the County please add a provision for the Consultant to terminate for County’s breach? An example provision is as follows: “If the COUNTY fails to comply with any covenant or obligation imposed by this Agreement, then CONSULTANT may furnish written notice to the COUNTY identifying the breach and applicable provisions of this Agreement violated. If the COUNTY fails to cure the breach within thirty (30) days, CONSULTANT may then terminate this Agreement upon written notice to the COUNTY.

R26. No.

Q27. Article 25 of the sample agreement, as currently worded, allows for design professionals to be held personally liable for damages and does not comply with Florida Statute 558.0035. Would the County please replace this language with language per the Statute as follows? PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

R27. No.

NOTE:

Deleted items will be ~~struck through~~, added or modified items will be underlined. All other terms and conditions remain as stated in the RFQ.

INSTRUCTIONS:

Receipt of this Addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

END OF ADDENDUM

AUTHORIZED FOR RELEASE

EXHIBIT 3, AERIAL MAP

