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Solicitation Addendum

Addendum No.: 1
Solicitation No.: 23-TA004952DJ
Project No.: 6083160
Solicitation Title: Construction Management at Risk Services for 60th Avenue East – US 301 / Outlet Mall Entrance Project
Addendum Date: November 3, 2023
Procurement Contact: Dave Janney
Procurement Agent III

RFQ 23-TA004952DJ is amended as set forth herein. Responses to questions posed by prospective bidders are provided below. This Addendum is hereby incorporated in and made a part of RFQ 23-TA004952DJ.

The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this RFQ is December 1, 2023.

REPLACE:

SECTION E, EXHIBITS, EXHIBIT 1, SCOPE OF SERVICES

Replace Exhibit 1, Scope of Services, in its entirety with attached Revised Exhibit 1, Scope of Services issued with Addendum No. 1, hereby incorporated into this RFQ.

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 1, SCOPE OF SERVICES REVISED
RFQ NUMBER 23-TA004952DJ

1.01 BACKGROUND INFORMATION

The purpose of this Request for Qualifications (RFQ) is to solicit responses from qualified firms or individuals to provide CMAR Services for the 60th Ave E (US 301 / Outlet Mall Entrance) project. Proposers should have an established reputation and documented successful experience in providing CMAR services or as a prime contractor. The Proposer selected is expected to have appropriately experienced staff in sufficient quantity and availability, and resources to provide comprehensive, reliable products and services regarding the Project and will be required to demonstrate this via the submittal documents and/or associated interviews, if deemed necessary.

1.02 PROJECT DESCRIPTION

The 60th Ave E (US 301 / Outlet Mall Entrance) project includes construction of approximately 0.38 miles of a 6-lane roadway widening from US 301 to 26th St E. Included in this widening of 60th Ave East are, sidewalks, bike lanes, street lighting, signals, drainage systems, underground water and sewer utilities, and other improvements as shown in the construction plans. Additional sidewalk and street lighting work will also be performed from 26th St E to Mendoza Rd.

1.03 GENERAL REQUIREMENTS

- A. The successful Proposer(s) (hereinafter in this scope referred to as CMAR) will provide the following:
 - 1. Pre-Construction services prior to the start of the Project, as described in Section 1.04 A of this RFQ.
 - 2. Solicit bids from subcontractors to perform the work of the Project and to establish a Guaranteed Maximum Price (GMP).
 - 3. Serve as the general contractor during the Construction Phase of the Project and be responsible for construction means and methods.

- B. Manatee County (County) will compensate the selected CMAR for Pre-Construction services based on a negotiated fee.

- C. The County will compensate the CMAR for construction services based on an accepted GMP established between the parties using an open-book process for identifying all costs for the Project. A schedule of values shall be developed that is acceptable to both parties for review of bid package elements, self-perform components and the CMAR fees for the Project.

1.04 TECHNICAL REQUIREMENTS

A. PRE-CONSTRUCTION SERVICES

The services to be provided by the CMAR during the design and Pre-Construction Phase may include (but not be limited to):

1. Consulting with, advising, assisting, and making recommendations to the County and the Design Team.
2. Preliminary site investigations.
3. Quality assurance and control during the Design Phase.
4. Develop and maintain baseline schedule. Ongoing monitoring and controlling of the schedule and advising the County of ways to gain efficiencies in project delivery and reduce overall project delivery time.
5. Analyze the scope for any potential long lead items, including possible work packaging, that could impact the schedule and advise the County and Design Team of schedule impacts.
6. Identify items that have the potential to be procured directly by the County.
7. Recommendations for material and systems alternatives.
8. Value Engineering recommendations.
9. Review all plans and specifications as they are being developed by the Design Team and make recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction. During the Pre-Construction services phase, reviews will be conducted at the 100% Design Phase for the 60th Ave E (US 301 / Outlet Mall Entrance) Project.
10. Provide a detailed estimate of construction costs at the 100% design completion level for the 60th Ave E (US 301 / Outlet Mall Entrance) Project. The cost estimate summary will be organized in the same manner as the proposed construction and equipment packages.
11. Support in assistance and development of sequence of construction.
12. Code compliance review to ensure permits are attainable.
13. Attend in-person progress design meetings or conference calls, if, and when, required by the County and/or the Design Team.
14. Make recommendations to the County and the Design Team regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of work packages.
15. Advertise/solicit qualified "open book" bids for the various bid packages and obtain a minimum of three quantified bids for each bid package. The County shall have the ability to review and dis-approve any proposed subcontractor or equipment supplier. The County shall have the opportunity to be present during all bid openings.
16. Submit a GMP to the County based on the 100% plans and specifications for the Project. Due to potential permitting, land acquisition, and currently unforeseen issues that may delay the start of

construction of the Project until the completion of the 100% plans and specifications, the County may require the GMP to be revised based on the Construction plans and specifications for the Project.

17. Pre-Construction services may also include the oversight of any early preconstruction work deemed beneficial to the Project by the County.

B. CONSTRUCTION PHASE SERVICES

The Construction Phase shall commence upon the County's acceptance of the GMP. The CMAR shall become the single point of responsibility for the performance of the construction contract for the Project.

The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by the County as a completed Project, including all required final close out documents. The CMAR shall be responsible for all elements of work that require subcontractors and shall be held responsible for replacement of subcontractors that fail to perform.

The services required for the Construction Phase shall include, but not be limited to, the following:

1. The CMAR shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the County, at no additional cost to the County. The use of this project management system does not replace or change any contractual responsibilities of the participants. User licenses for e-Builder will be provided and paid for by the County based on assigned roles for the project including Project Manager, Project Fiscal, Project Superintendent, and others as may be required.
2. User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the successful Bidder and its subcontractors. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the County e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the successful Bidder. For documents requiring original signature such as Contracts, paper documents may be required, as directed by the County, in addition to submittal via e-Builder.
3. Project management to ensure performance of the work in accordance with the resulting Agreement.
4. Construction supervision to ensure compliance with design documents and permit conditions.
5. Contracting with all subcontractors, materials suppliers, surveying firms, equipment suppliers, and other entities as necessary for the construction of the project. The County shall employ the services of a

- Materials Testing firm and will utilize County Infrastructure Inspectors.
6. Coordination and cooperation with any third-party contracts or contractors that the County may provide for this project.
 7. Supervision of third-party testing to assure independence and proper conduct.
 8. Development and administration of quality control systems to ensure the work is performed in strict accordance with design requirements, applicable building codes and the County's objectives.
 9. Process payment requests for approval by the Design Team and appropriate County representatives.
 10. Preparation of County Owner Direct Purchase documents.
 11. Provide Construction Phase accounting and reporting to the County.
 12. Administration of jobsite security and safety programs.
 13. Providing temporary facilities for use by others.
 14. Maintenance of on-site and off-site traffic.
 15. Maintenance of all project records.
 16. Scheduling of inspections by authorities having jurisdiction over the project.
 17. Oversight of field surveying services.
 18. Maintain an updated progress schedule identifying the critical path for the Project.
 19. Establish and implement procedures for the coordination among the CMAR, the County, Design Team, Materials Testing firm and subcontractors with respect to all aspects of the Project.
 20. Submit shop drawings for Design Team review and approval prior to purchases.
 21. Receive and manage equipment and materials.
 22. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
 23. Maintain records of Construction remarks and provide As-built notes.
 24. Manage stormwater runoff, dust, erosion control and dewatering activities.
 25. Provide high quality pre, progress, and post construction photos and video.
 26. Schedule and conduct regularly scheduled and non-scheduled job-related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
 27. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the Design Team.
 28. Establish and maintain a cost control system and conduct meetings to review costs.
 29. Prepare and submit permit applications and supporting documentation identified during Pre-Construction Services. Pay permit fees.
 30. Maintain compliance with approved permits.
 31. Supervise and direct the Work and be responsible for the construction

- means, methods, techniques, sequences, and procedures for the Work.
32. Administer post construction closeout, final completion, and start-up and warranty periods.

1.05 OPEN BOOK PROCESS

The Project will be administered in accordance with a Negotiated Open Book Process which provides for the County's review and verification that charges and costs reflected therein, and payments requested are reasonable, necessary and within the GMP. All requests for payment shall be accompanied by sufficient documentation and records that allow the County to conduct an Open Book Process and verify that all costs, fees, expenses, and charges reflected therein are reasonable, necessary and within the GMP.

With the exception of sole source subcontracts or purchase orders, all subcontracts or purchase orders shall be awarded to the lowest responsible and responsive bidder as determined by the CMAR, and subject to review and approval by the County.

Negotiated Open Book deliverables required to be submitted to the County by the CMAR either initially or on an ongoing monthly basis shall include, but are not limited to:

Monthly Deliverables

- Monthly Pay Application including all supporting documentation.
- Project Cost Report (updated monthly).
- Project Schedule (updated monthly).
- Contingency Register (updated monthly).
- Change Order Register (updated monthly).

Pre-Construction and Construction Phase Deliverables, as applicable

- Master Bidders List.
- Subcontractor pre-qualification packages.
- Copies of Subcontractor bid packages.
- Copies of major material bid packages.
- Copies of equipment bid packages.
- Market value analysis of all sole source procurements.
- Copies of all subcontracts.
- Copies of all purchase orders.
- Copies of all change orders.
- Non-collusion affidavits for subcontractors.
- Any other documents requested by the County necessary to conduct Open Book Process.

1.06 GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE

As part of the Pre-Construction Phase services, the CMAR shall develop a GMP, or partial GMP's, for all construction related activities required for the Project, as described in Section 1.04.A.16. The contract will be Actual Cost plus a Fixed Fee

not to exceed the GMP. The project will be Open Book as described in Section 1.05. All savings, including unused contingency, shall be returned to the County. The CMAR shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors.

The CMAR shall submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CMAR Construction Phase Contract Documents, if and when executed.

No Construction Work shall commence until a GMP for the entire construction work included in that GMP is mutually agreed upon in writing and formally executed by both the CMAR and the County. The proposed GMP or the sum of all partial GMP's shall not exceed the amount within the County's project budget available for the cost of the construction work.

The CMAR shall be required to provide payment and performance bonds each in a value equal to 100% of the GMP.

The CMAR shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-Construction Phase. The County shall not be obligated to have the CMAR construct the Project nor shall the CMAR assume to have any rights to construct the Project nor additional indemnifications aside from those stipulated for the Pre-Construction Services.

1.07 ABILITY TO SELF-PERFORM

The CMAR will briefly describe the trade packages it has the ability and intent to self-perform and the labor and equipment resources available to deliver in general and those that are projected to be available for this specific project scope of work. CMAR will state the services that will be subcontracted. The CMAR will submit a narrative report that describes how the mix of self-performed and subcontracted work ensures that the overall division of work and pricing will be most advantageous to the County.

The CMAR may self-perform portions of the Work, subject to the approval of the County. The CMAR shall provide detailed negotiated open book cost pricing for the scope it wishes to self-perform. Should the CMAR wish to self-perform work, the CMAR shall compete the proposed self-perform work with the market (a minimum of 2 other competitive bids and more if possible) and identify work in the proposed GMP that the CMAR proposes to self-perform. The CMAR shall submit their bid for any defined scope of work package they would like to self-perform to the County 24 hours in advance of when other bidders from the market submit. The CMAR will recommend to the County the best value firm to perform the work in their GMP for each work package. Assuming all bidders have been prequalified by the CMAR, this

recommendation will be reviewed by the County and ultimately the County will provide final approval on who is awarded the work for each package.

1.08 CMAR AGREEMENT

Respondents shall review the attached draft contract that the County will utilize to secure the services described herein in its entirety. As part of the submittal package, Respondents will provide a written statement accepting the terms and conditions of the contract "as is" with no modifications or provide comments or requests for modifications for the County's consideration. The County reserves the right to reject the Respondent's comments. Firms should be prepared to execute the contract in a timely manner upon selection in order to begin the work required within the timeframe established.

1.09 ESTIMATED PROJECT COMPLETION TIME

The estimated Project completion time for the Pre-Construction and Construction Phase is 20 months from the date indicated in the notice to proceed.

1.10 ESTIMATED CONSTRUCTION VALUE

The Project has an estimated construction value of eleven million, one hundred ninety-five thousand, one hundred thirty-seven dollars and sixty-six cents (\$11,195,137.66).

END OF EXHIBIT 1