

Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

CONSTRUCTION MANAGER AT RISK SERVICES

PARKS 09-20

Addendum No. 1

9/8/2020

RFP DUE: SEPTEMBER 21, 2020 AT 2:00 PM

TO ALL VENDORS PROVIDING QUOTES FOR THIS RFP:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Invitation to Bid Documents for the Construction Manager at Risk Services solicitation, fully and completely as if the same were fully set forth herein.

1. Sealed bid packages are to be delivered to the Village Clerk's Office or Utilities Customer Service desk prior to the deadline for submissions.
2. All bid packets must be ADA compliant and a copy of the accessibility report included and the ADA Acknowledgement attached.

ATTACHMENTS

ATTACHMENT 1 Responses to Bidders Questions
ATTACHMENT 2 Ex. C – Professional Services Agreement

END OF ADDENDUM

Vice-Mayor Kyle Stone
Council Member Frank D'Ambra

Mayor Abby Brennan
Village Manager Jeremy Allen

Council Member Laurie Brandon
Council Member Bruce Prince

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: What is the address of the EOC (Emergency Operations Center) for the pre-submission meeting on September 11?

Response 1: 357 Tequesta Drive, Tequesta, FL 33469

Question 2: Will there be an option to attend the meeting online as opposed to attending in person?

Response 2: Yes, attendees can participate via Zoom (see information below):

Join Zoom Meeting

<https://us02web.zoom.us/j/86157457056?pwd=cEoxQmh1dmZlEQkpmS0sydzd5a1FVdz09>

Meeting ID: 861 5745 7056

Passcode: 083421

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 861 5745 7056

ATTACHMENT 2

**PROFESSIONAL SERVICES AGREEMENT
Construction Manager At Risk Services for the
New Community Center at Constitution Park**

This Professional Services Agreement (the “Agreement”) to provide Construction Manager At Risk Services for the New Community Center at Constitution Park is made and entered into this ____ day of [Month] 2020, by and between the Village of Tequesta (the “Village”), Florida, a municipal corporation with offices located at 345 Tequesta Drive, Florida 33469, and [Entity], a Florida Profit Corporation with offices located at [Address], both of whom understand and agree as follows:

WHEREAS, the Village requires Construction Manager At Risk Services which include providing preconstruction services and developing a Guaranteed Maximum Price (“GMP”) for the demolition of the existing 1-story 6,837SF building and construction of the Village’s new 1-story 14,799SF New Community Center at Constitution Park; and

WHEREAS, pursuant to RFQ #2020R-002 (the “RFQ”) the Village accepted competitive proposals for Construction Manager At Risk Services (the “Services”); and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services to be provided by [Entity] for the Village; and

WHEREAS, the [Entity] is willing and able to enter into this Professional Services Agreement to provide such services for the Village.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2. SCOPE OF SERVICES

This Agreement, the RFQ, together with [Entity]’s proposal response to the RFQ, both of which are appended hereto and incorporated by reference, shall constitute the entire Agreement. In accordance with Exhibit “A”. Services Description. of RFQ # 2020R-002, [Entity] shall provide pre-construction services to support building design, estimating, and scheduling for a new Community Center building and associated site work (including demolition of an existing building), for the Village. Upon completion of the Construction Documents, the Construction Manager will establish a Guaranteed Maximum Price (“GMP”) with an open-book estimate for the construction and start-up of the Community Center at Constitution Park.

SECTION 3. INDEPENDENT CONTRACTOR

It is specifically understood that [Entity] is an independent contractor and not an employee of the Village. Both the Village and [Entity] agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

SECTION 4. TERM

This Agreement shall be effective upon execution by both parties and shall continue in full force and effect throughout the Community Center at Constitution Park project. The Village’s project is expected to continue until [date]. Nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of either the Village, or [Entity] to terminate this Agreement, subject to the provisions set forth in Section 5 below.

SECTION 5. TERMINATION; EXPIRATION

The Village may terminate this agreement upon one hundred twenty (120) days written notice to [Entity] for any reason or for no reason. [Entity] may terminate this agreement upon one hundred twenty (120) days written notice to the Village for any reason or for no reason. This Agreement shall automatically expire upon the conclusion of the Community Center at Constitution Park project, which is anticipated to be on or about [Date].

SECTION 6. COMPENSATION

The Village agrees to compensate [Entity] an amount not to exceed [Dollar amount] for performing the Construction Manager At Risk Services set forth herein. The total compensation amount under this contract shall not exceed [Dollar amount]. In the event that the Village or [Entity] terminates this Agreement pursuant to Section 5, the Village shall compensate [Entity] for all services satisfactorily performed as of the date of termination. [Entity] agrees to render an invoice to the Village for services rendered in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following the Village’s receipt of such invoice.

SECTION 7. INSURANCE AND INDEMNIFICATION

The [Entity] shall provide proof of workman’s compensation insurance and liability insurance in such amounts as are required by state law, including but not limited to Sec. 553.791(16), *Florida Statutes*, and shall name the Village as an “additional insured” on the liability portion of the insurance policy. The [Entity] shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and

employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the [Entity], its agents, servants, or employees in the performance of services under this Agreement.

SECTION 8. PUBLIC ENTITIES CRIMES ACT

As provided in Secs. 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, [Entity] certifies that it, its affiliates, suppliers, sub[Entity] and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a), *Florida Statutes*.

SECTION 9. INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as [Entity] and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

SECTION 10. PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request from Village's custodian of public records, Contractor must provide Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. If Contractor fails to provide the public records to Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Contractor shall ensure that any exempt or confidential records associated with this Agreement are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if Contractor does not transfer the records to Village. Finally, upon completion of the Agreement, Contractor shall transfer, at no cost to Village, all public records in possession of Contractor, or keep and

maintain public records required by Village. If Contractor transfers all public records to Village upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to Village, upon request from Village's custodian of public records, in a format that is compatible with Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmewilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

SECTION 11. GOVERNING LAW AND VENUE

This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

SECTION 12. ATTORNEY'S FEES

In the event it should become necessary for either party to initiate adversarial proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred in such efforts. Recovery of any attorney's fees against the Village shall be limited to the amounts set forth in Sec. 768.28, *Florida Statutes*.

SECTION 13. SEVERABILITY

If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding issues relating to

[Entity]'s service and supersedes any prior agreement or understanding, whether verbal or written, which may have existed between the parties. This Agreement may not be amended except in writing and with the express approval of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth above.

VILLAGE OF TEQUESTA

[ENTITY]

By: _____
Jeremy Allen
Village Manager

By: _____
[Name]
President

ATTEST:

By: _____
Lori McWilliams, MMC
Village Clerk