



**LETTER OF INTENT (LOI) FOR
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
FOR THE
MEMBRANE WATER TREATMENT PLANT PROJECT
Solicitation Number: LOI# WRS/220664**

SECTION 1 – BACKGROUND, PROJECT OVERVIEW, PROJECT SCHEDULE & LOI SCHEDULE

A. BACKGROUND AND PROJECT OVERVIEW

The goal of this Membrane Water Treatment Plant Project (Project) is to provide construction management services for a 7.5 million-gallons-per-day (“MGD”) water treatment plant facility to serve as the future potable water supply source for the City of Ocala’s residents and customers. Water Treatment Plant (“WTP”) #2 will be constructed at 3744 South Pine Avenue, Ocala, Florida, and will receive a majority of its water supply from the Lower Floridian Aquifer.

The membrane process for WTP#2 will utilize nanofiltration treatment technology with adequate post-treatment stabilization in order to mirror the finished water from WTP#1. Raw water blending will consist of raw water from the Upper Floridian Aquifer to assist in post-treatment stabilization of the treated water.

With anticipated future expansions, WTP#2 will ultimately treat approximately 30 MGD. The full buildout for the Membrane Water Treatment Plant Project will be designed and constructed in multiple phases to meet the funding and capacity needs of the City of Ocala (“City”). The City reserves the right to continue each phase with the selected firm or to readvertise for re-selection at the completion of each phase.

On November 9, 2021, City issued a Request for Letters of Interest for professional engineering design services for the design and development phase of the Project. Kimley-Horn and Associates, Inc. (“Kimley-Horn”) was selected to provide complete design and construction documents and other related services necessary to implement the project.



Figure 1. Conceptual Layout

In accordance with the Consultants’ Competitive Negotiation Act (“CCNA”), codified at section 287.055, Florida Statutes, the City is now seeking proposals from highly qualified, experienced, and licensed firms to provide professional Construction Manager at Risk (“CMAR”) services during the pre-construction and construction phases of the Membrane Water Treatment Plant Project.

During the pre-construction phase, it is expected that the successful CMAR firm will provide design-assist services with Kimley-Horn for the purposes of preparing the construction documents and for the development of an acceptable Guaranteed Maximum Price (“GMP”) proposal. The CMAR will be expected to ensure that construction costs will be transparent through an open-book GMP process during construction.

The WTP#2 facility construction will be completed in multiple phases to support the funding and capacity needs of the City. It is anticipated that the phasing will include the following phases – Phase 3 to Phase 8. The City reserves the opportunity to continue each phase with the selected CMAR or have the ability to readvertise for reselection at each phase’s completion.

City of Ocala					
Water Treatment Plant #2 Phased Improvements					
Phases	Phase Duration	Description	Components	Water Supply	Total Cost
1	June 2019 - September 2020	Lower Floridan Wells	(3) 24-inch diameter production wells, each with a five million gallon per day (mgd) capacity	N/A	\$2,411,250
2	June 2020 - September 2021	Pumps, motors and VFDs	(3)150 horse power (HP) pumps; 3 motors; 3 control panel with variable frequency drive (VFD).	N/A	\$480,000
3	June 2021 - September 2022	Ground Storage tank, Upper Floridan Well, Pump, Motor and VFD	(1) 2,000,000 gallon storage tanks; 1 UFA well (1) 150 horse power (HP) pump; 1 motor; 1 control panel with variable frequency drive (VFD).	Includes blending of potable water with LFA water in storage tank prior to sending out for potable use. ~0.25 MGD	\$4,215,900
4	June 2022 - September 2023	HSP Building and Pumps	1 Large HSP; 2 Jockey HSP; HSP Building; Associated Equipment	Includes blending of potable water with LFA water in storage tank prior to sending out for potable use. ~0.25 MGD	\$3,985,600
5	June 2023 - September 2024	Concentrate Transmission Pipe; Concentrate Storage Tank; & Emergency	19,000 LF of 12" Conc. Transmission Main; 2.0 MG Concentrate GST; Emergency Generator; Associated Equip.	Includes concentrate transfer piping for 3 NF Trains' capacity; and Emergency Generator	\$12,503,867
6	June 2024 - September 2026	NF Membrane Treatment Train #1	1 NF Train (2.5 MGD); 2 Cartridge Filters; 2 NF Feed Pumps; Clearwell/ Transfer Pump Station; 2 Degassifiers; 1 Odor Scrubber; Associated Equipment	Includes 2.5 MGD of LFA produced water blended with Well #6 and/or Well #11. Total water generated ~3 MGD available.	\$11,526,250
7	June 2026 - September 2027	NF Membrane Treatment Train #2 & 2.0 MG Ground Storage Tank	2.0 MG GST; 1 NF Train (2.5 MGD); 1 Cartridge Filter; 1 NF Feed Pump; Associated Equipment	Includes an additional 2.5 MGD of LFA produced water (5.0 MGD total) blended with Well #6 and/or Well # 11. Total	\$8,856,750
8	June 2028 - September 2029	NF Membrane Treatment Train #3	1 NF Train (2.5 MGD); 1 NF Feed Pump; 1 Degassifier; 1 Odor Scrubber; Associated Equipment	Includes an additional 2.5 MGD of LFA produced water (7.5 MGD total) blended with Well #6 and/or Well # 11. Total water generated ~9.0 MGD available.	\$6,662,750
Total Estimate for 7.5 MGD LFA Produced Water					\$50,642,367

Figure 2 - Phasing Schedule for WTP #2

B. ANTICIPATED PROJECT SCHEDULE

The City anticipates that this Project will require at least **TWENTY (20) MONTHS** of design and pre-construction services and approximately **NINETY (90) MONTHS** of construction services with the initial buildout of WTP#2 being completed by **Fall 2031**. The total project budget for CMAR services, both pre-construction and construction is set at approximately **\$78 Million**.

Based upon information currently available to the City, the anticipated Project Schedule is as follows:

Deliverables and Milestones	Date
CMAR Selection	08/01/2023
Draft 60% Design Submittal	11/02/2023
Draft 90% Design Submittal	02/16/2024
Construction Begins	10/01/2024
Substantial Completion	07/28/2025

C. LOI SCHEDULE

There will be a Mandatory Pre-Proposal Meeting followed by a site visit and tour of the property. All interested firms are required to attend the Pre-Proposal Meeting and will be required to sign in. Individuals signing during the Pre-Proposal Meeting may only represent one firm. Firms not attending the Pre-Proposal Meeting shall have their proposals rejected.

All Proposals must be electronically submitted before **2:00 p.m. (EST), on the listing end date/bid close date at www.bidocala.com**.

www.bidocala.com under the appropriate listing. Proposals received after this time and date will not be considered. **Proposals may not be submitted by any other means.** The City will not accept Proposals sent by U.S. Mail, couriers, fax, or e-mail.

Based on the information currently available to the City, the anticipated schedule to be followed in the selection of a proposer will be as follows:

Description	Date*
Pre-Proposal Meeting (Mandatory)	Wednesday, June 14, 2023
All written questions and inquiries due by 5:00 p.m. (EST)	Follow the bid at www.bidocala.com
Proposals due by 2:00 p.m. (EST)	Follow the bid at www.bidocala.com
Evaluation Committee Meeting and Preliminary Scoring	TBD
Shortlisted Firms – Presentations and Interviews (if required)	TBD
Final Scoring/Ranking and Posting of Recommended Firm	TBD
City Council Approval Date	TBD

***The City reserves the right to modify this schedule at any time. These dates may be extended, changed, or updated within the listing at www.bidocala.com. Proposers are responsible for verifying all listing information prior to submitting a response to this solicitation.**

Proposers are encouraged to communicate any questions regarding this LOI by the deadline set forth above. Questions should be sent in writing via e-mail to **Eileen Marquez, Sr. Buyer** at emarquez@ocalafl.org. Questions and answers will be communicated to all proposers by issuing an addendum posted to www.bidocala.com.

SECTION 2 – CONSTRUCTION MANAGEMENT AT RISK (CMAR) SCOPE OF WORK

The City expects the CMAR firm to provide industry standard construction management services related to the design and construction of WTP#2. CMAR services will be separated into two (2) Phases: (1) Pre-Construction Services; and (2) Construction Phase Services.

A. TASK WORK ORDER 1 - PRE-CONSTRUCTION PHASE SERVICES

The Pre-Construction Phase will begin with the CMAR's review of the Preliminary Design Report (approximately 30% design) and continue with the CMAR working with the City and Kimley-Horn (the "Design Professional") to develop an optimum, minimal risk and buildable design for the Project which meets the City's needs and is within the portion of the City's budget for the Project.

Key responsibilities of the CMAR in this regard shall include, but be not limited to, the following:

1. **Meetings:** CMAR shall coordinate, conduct, attend, facilitate and participate in progress meetings throughout the Pre-Construction Phase to discuss such matters as procedures, progress, problems, and scheduling. CMAR shall prepare and distribute minutes for each meeting promptly thereafter.
2. **Review of Construction Documents, Value Engineering, and Alternate Assessment:** CMAR shall assist the City's Design Professional in completing Construction Documents, plans, and specifications by reviewing the work of the City's Design Professional and making recommendations and/or suggesting modifications that would improve completeness or clarity of the Construction Documents and to improve the constructability of the Project within budget while meeting the City's objectives within the schedule.
 - a) CMAR shall review alternative approaches to the design, construction, and phasing for the Project with the City and its engineering firm including, but not limited to, alternative materials and systems and value engineering to minimize total construction and operating costs.
 - b) CMAR shall be fully responsible for the coordination of the Construction Documents with the written specifications to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. For this reason, CMAR agrees specifically that except as included in the GMP amendment, no Contract Amendments shall be requested by the CMAR or considered by the City for reasons involving: (i) conflicts in the Construction Documents; (ii) questions of clarity with regard to the documents; and incompatibility or conflicts between the documents and the existing conditions, utilities, code issues, and unforeseen underground conditions.

3. **Design Development Estimate:** The CMAR will prepare an updated design development estimate from documents prepared by the City's Design Professional within twenty (20) calendar days of receipt. Quantities and detailed labor and equipment costs shall be estimated based on the detailed plans and specifications available at 60%, 90% and 100% design. Any significant deviations from the previous estimate relative to quantities, costs and/or schedule will be identified along with a suggested action plan to realign the Project with the budget.
4. **Guaranteed Maximum Price (GMP):** At no later than ninety percent (90%) project design level, CMAR shall develop and submit for City's consideration a GMP amendment to the Construction Services Agreement ("CSA") setting forth the guaranteed maximum price for all construction related activities regarding the Project.
 - a) The GMP amendment shall include all trade costs, bonds, insurance, profit, overhead, contingency, management fees, a summary of general conditions, actual subcontractor proposals tabulated with detailed scope completeness and accuracy, allowances, assumptions, and qualifications, and shall represent the full and complete amount for which the CMAR agrees to proceed with all work on the Project from the receipt of subcontract bids to the final completion and close-out of the Project.
 - b) The Project will be open-book and all savings, including any unused contingency shall be returned to the City.
 - c) No construction work shall commence until a GMP amendment for the entire Project is mutually agreed upon in writing and formally executed by both the CMAR and City.
5. **Procurement of Trade and Other Subcontracted Work.** Unless otherwise provided for in the Construction Services Agreement or otherwise approved by the City, all trade and other subcontracted work on the Project is expected to be competitively solicited by CMAR. CMAR shall provide to City a written Procurement Plan for the procurement of trade and other subcontracted work prior to the approval of the Guaranteed Maximum Price, but no later than twenty (20) days prior to the first advertisement for proposals. CMAR's Procurement Plan shall be updated at least monthly or whenever conditions change.
 - a) CMAR's Procurement Plan shall identify bid packages that are most advantageous to the Project and align with procurement best practices by: (i) providing at least three (3) qualified respondents (which may include bids from CMAR's trades teams); (ii) diligently working to include local area businesses; (iii) identifying those materials and equipment with long lead or delivery times; and (iv) determining best value.
 - b) CMAR's Procurement Plan shall include the following for each contemplated bid package:
 - (1). Anticipated scope of work to be procured
 - (2). Anticipated selection criteria and questions
 - (3). Proposals for any work to be self-performed by CMAR's trades teams
 - (4). Proposed advertising dates
 - (5). Proposed pre-proposal meetings

- (6). Proposed receipt, review, and award dates
- (7). Anticipated notice to proceed dates
- 6. **Pre-Construction Permitting Activities.** CMAR shall assist with pre-construction permitting activities to include communicating permitting requirements to the design professional. CMAR shall verify construction management requirements for regulatory permitting, as necessary.
- 7. **Project Schedule:** CMAR shall submit an initial Master Project Schedule for the Project after the City's design professional's submission of the 30% design and specification plans and shall revise the Project Schedule no less often than once per month thereafter. CMAR's Master Project Schedule shall include all construction work related to the successful, expeditious, and practical completion of the Project including, but not limited to:
 - a) preliminary construction planning and scheduling;
 - b) estimated permitting durations and deliverables based on known items and recommendations from City and City's design professional;
 - c) recommendations for "early out" procurement and/or phased construction;
 - d) provide recommendation on long-lead items for early procurement and coordinate with City on purchase/delivery/storage options for pre-purchased equipment;
 - e) options for fast-track or accelerated scheduling;
 - f) time requirements for procurement, installation, and construction
 - g) identification and tracking log for long lead items
 - h) overall pre-construction and construction timeframes

B. TASK WORK ORDER 2 - CONSTRUCTION PHASE SERVICES

If the City accepts the CMAR's GMP Amendment, Task Work Order 2 will be executed and the CMAR shall become the General Contractor for the Project and manage all facets of construction as set forth in the Task Work Order. The CMAR will be expected to successfully complete the Project in accordance with the construction documents, within the approved construction schedule, and within the Guaranteed Maximum Price.

Key responsibilities of the CMAR in this regard shall include, but be not limited to, the following:

1. Provide and maintain adequate staff to oversee, direct, and manage all aspects of construction including project administration, invoicing start up services, training activities, health and safety requirements, and subcontractor management throughout the Pre-Construction and Construction Phases of the Project.
2. Administer a formal construction management software package for use by the CMAR, Design Professional, and City for management of construction documents, including submittals, progress reports, schedule reports, cost controls, field orders, change orders, an Operations and Maintenance Manual, photographs and videos, and other construction-related documents.

3. Prepare and maintain a detailed construction schedule. Develop and implement phased construction packages to maintain construction operations and minimize the overall construction schedule. Schedule shall include all major sequences of the preconstruction and construction work, material supplies, long-lead procurement, Engineer's approval of shop drawings, temporary bypass activities, and performance testing requirements.
4. Determine composition and prepare final construction packages. Conduct meetings with subcontractors prior to beginning work. Supervise all subcontractors.
5. CMAR shall coordinate, conduct, attend, facilitate and participate in monthly progress meetings throughout the Construction Phase to ensure orderly progress of the work. CMAR shall prepare and distribute minutes for each meeting promptly thereafter.
6. Manage distribution of submittals, change orders, and field orders. Proactively look for options to reduce costs associated with change orders through value engineering and/or schedule reductions.
7. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the contract.
8. Make recommendations for, process, and maintain records of requests for changes in the work via written change orders signed by the required parties.
9. Establish and maintain a cost control system and conduct regular meetings to review costs.
10. Obtain all permits and coordinate all compliance inspections. Close out permits at final completion and provide copies of closed permits to City.
11. Prepare a detailed safety plan for contractors, sub-contractors, City employees, and the design team.
12. Organize and distribute one file containing all approved Operations and Maintenance Manuals. Coordinate with the City Engineer on completeness and accuracy of final Operations and Maintenance Manual.

C. NEGOTIATED ITEMS

1. Any item not outlined in the Scope of Work may be subject to negotiations between the City and CMAR.
2. If a fee for Task Work Order 1 - Pre-Construction Phase Services cannot be agreed upon, then the City shall have no obligation to award a Construction Services Agreement to CMAR and may move on to the next highest ranked Proposer.
3. If a Guaranteed Maximum Price cannot be agreed upon, then the City shall have no obligation to award a Construction Services Agreement to CMAR and may move on to the next highest ranked Proposer.
4. All materials or plans, regardless of format or media used, created under the Pre-Construction Phase shall be and remain the property of the City.

5. CMAR, at the City's discretion, may only be allowed to self-perform 25% or less of the overall Project using its own forces. The remaining 75% must be bid among subcontractors.
 - a. If CMAR discovers that self-performed services are more economically beneficial to the City, then CMAR may exceed the 25% requirement upon written approval from the City.
 - b. If CMAR receives one or less bids from subcontractors in a selected specialty or field, then CMAR may exceed the 25% requirement upon written approval from the City.

D. MINIMUM ELIGIBILITY REQUIREMENTS

The Minimum Eligibility Requirements for this solicitation are listed below. Proposers that fail to comply with these minimum requirements shall be deemed non-responsive and shall not have their Proposal considered:

1. Prime Proposer must be licensed as a Certified General Contractor in the State of Florida by the Division of Business and Professional Regulations.
2. Prime Proposer must have no less than seven (7) years' experience in construction management of projects similar in complexity.
3. Prime Proposer must have completed at least three (3) directly comparable projects, valued at \$25,000,000 or more, where the firm/team served as either the construction manager at risk, agency construction manager during design and construction phases (with or without providing construction services), design-builder, and/or general contractor. Preferential consideration will be given for water treatment plant construction, membrane water treatment construction, expansion of existing treatment plants, and projects with phased or early delivery construction packages.
4. Key personnel assigned to this Project should have a minimum of five (5) years' experience in similar project roles.

SECTION 3 – PROPOSAL SUBMITTAL REQUIREMENTS

All Proposals must be electronically submitted before 2:00 p.m. (EST), on the listing end date/bid close date at www.bidocala.com.

Proposals received after this time and date will not be considered. **Proposals may not be submitted by any other means.** The City will not accept Proposals sent by U.S. Mail, couriers, fax, or e-mail.

Proposers shall follow the submittal requirements as described herein. Should proposals not be provided in the format requested, Proposer may be deemed non-responsive and therefore ineligible for award.

A. PAGE SIZE AND FORMAT

Proposals shall contain 8 ½ x 11 sheet pages only with a minimum font size of 11 points. There is no page limit for this proposal, however there are page limits for specific Sections of the proposal.

B. COVER PAGE

The cover page shall include the title of this proposal, as follows, followed by Proposer's firm name, address, contact person, telephone number and e-mail address.

**LETTER OF INTENT – LOI#: WRS/220664
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
MEMBRANE WATER TREATMENT PLANT PROJECT**

C. REQUIRED SECTIONS

The information described below shall be submitted with each Proposal and should be submitted in the order shown. Each Section should be clearly labeled with pages numbered and separated by a tab page. A Proposer's failure to include all listed items may result in the rejection of its Proposal.

1. Tab 1 – Cover Letter and Table of Contents (3 Pages)

- a) Provide a cover letter on firm letterhead signed by an authorized representative of Proposer's firm. The letter shall include:
 - A brief statement describing the services to be provided with the proposal.
 - The name, physical address, email address, and mailing address of the person who will respond to questions about this Proposal.
- b) Provide a table of contents for the Proposal.

2. Tab 2 – Executive Summary and Proposer's Firm History and Information (3 Pages)

- a) Provide a brief narrative which provides a general description of the primary firm that is proposing to provide the CMAR services described herein, highlighting the firm's qualifications as a construction manager at risk and its ability to provide the services detailed in the solicitation.
- b) Include the legal organization of the proposing firm along with the corporate history of the firm, length of time in business under the same name, any former names of the firm, and the firm's capabilities.
- c) Submit specific and verifiable information regarding the relevant Florida experience and proven track record of the firm and/or its principals in providing the scope of services identified in this solicitation, including experience in providing similar scope of services to Florida public sector agencies.
- d) Please also provide the following information:

- State the location of the principal office of your firm that will be responsible for the Project.
- Florida professional and contractor licenses held by the firm and by the key personnel who will be assigned to this Project, complete with license numbers and indication of whether license is held by the individual or the firm.
- Identify all contracts or subcontracts held by the firm or officers of the firm that have been terminated within the last five (5) years.
- Identify all claims arising from a contract which have resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and outcomes of each.
- State which member of the team will provide the bonds for the Project. For that team member, provide a statement from AM Best, Inc., indicating a rating of A or better. Also provide a statement from the team member's surety company stating the remaining available bonding capacity for the firm.
- If Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of said certification in Appendix C.

3. Tab 3 – Experience and Qualifications of the Proposing Firm and Project Team (10 Pages)

- a) Provide an organizational chart of depicting Proposer's key personnel that will be committed to the Project. Key personnel must include, but does not have to be limited to, the Project Manager, Pre-Construction Services Lead, Project Superintendent, Lead Project Scheduler, and Lead Cost Estimator. Personnel identified in the organizational chart are expected by City to be used for the Project. City reserves the right to disallow substitutions without prior approval by City.
- b) For each of these key personnel, describe their respective role and project responsibilities and provide a resume **(resumes are excluded from the 10-page limit)** for each individual depicting education, certifications, professional affiliations, licensure, number of years in present position, project experience, and any other pertinent information. Include, as applicable, any specific information regarding the team member's experience in providing pre-construction services and construction phase services for comparable Florida-based projects similar in complexity for the last five (5) years.
- c) List all projects in Florida and/or the southeastern United States where the Proposing firm/team provided either construction manager at risk, agency construction manager during design and construction phases (with or without providing construction services), design-builder and/or general contractor services in the last seven (7) years, whether completed or ongoing. Focus should be on Florida specific construction experience for water treatment plants, membrane water treatment facilities, and/or wastewater treatment facilities, expansion of existing treatment plants, and projects with phased or early delivery construction packages. For each project submitted as proof of experience, please identify:
 - Project name;
 - Project location;

- Project description;
- Owner's name;
- Contract method (construction manager, construction manager at risk, etc.);
- Project initial budget and final project;
- Project start date;
- Number of change orders;
- Initial and final substantial completion dates;
- Summary of work actually performed by your firm; and
- Project reference information (name, title during project, phone, and e-mail).

4. Tab 4 – Value Engineering, Design Support, Project Scheduling and Project Communication (5 Pages)

Describe your firm's approach to partnering with the City and its Design Professional (Engineer):

- Provide examples of previous experience providing value engineering throughout all phases of the project.
- Discuss recommended protocols for meshing value engineering with budget, schedule, and potential redesign.
- Describe the benefits and the challenges associated with CMAR involvement in design activities. **(No points will be provided if the Proposer believes that there are no challenges.)**
- Describe your firm's experience in expediting a project schedule through design and construction and the anticipated opportunities to do so on this Project.
- Provide your firm's ideal scenario for maintaining open communication between the City, Engineer, and CMAR throughout project design and construction.
- Provide detailed descriptions of the specific tasks your firm intends to perform, in addition to those described in the scope of work above, during the pre-construction phase.

5. Tab 5 – Understanding of CMAR Services and Project Approach (7 Pages)

Describe your firm's approach and strategy for meeting the goals of the City during both the preconstruction and construction phases of the Project.

- Discuss any major issues your firm has identified on the Project and how you intend to address and successfully resolve those issues;
- Described systems used for planning, scheduling, estimating and managing construction. Describe the firm's experience and approach regarding quality assurance and control, dispute resolution, and safety management.
- Describe how you will "fast track" and expedite the delivery of this Project. Provide a sample project schedule assuming a permit issuance date of **April 1, 2024**, a notice-to-proceed date of **October 15, 2023** (at approximately 30% design), and a design

completion of **May 26, 2024**. Identify and describe the early work packages that will expedite construction of the facility.

- d) Describe your preliminary breakdown of construction work packages that will be competitively procured and the bid review process(es) that would be recommended for this Project.
- e) Detail your firm's approach to creating an open book guaranteed maximum price (GMP).
- f) Describe your firm's approach for adhering to the agreed-upon GMP in the face of construction delays, price escalation, errors, and omissions. **No points will be given if the answer to this question is your firm never has delays, errors, and omissions.** The intent is to examine the "what-if" scenario.
- g) Identify the anticipated percentage of work expected to be performed by subcontractors.
- h) Describe your process for pre-qualifying and competitively procuring subcontractors and suppliers and discuss how you will involve the local and diverse contracting community in this process, in a manner acceptable to the City.
- i) Discuss the elements of the construction work (if any) that your firm feels particularly well-suited to self-perform and how the City would benefit from that type and level of self-performance.

6. Tab 6 – Firm Availability (3 Pages)

Describe your firm's current workload in tabular format. List the size of the project, construction costs, client's name, scheduled substantial completion date of project, and scheduled final completion date of project. The project with the nearest substantial completion date should be listed first, with other projects listed in order of substantial completion dates. Projects that have been awarded but are not yet under contract should appear at the end of the table. Discuss resources available to dedicate to this Project and the availability of specific members of the firm's team identified for this specific project delivery organizational chart. Discuss the approach to maintaining the Project schedule in light of these commitments.

7. Tab 7 - Safety Record

Provide a brief summary of your standard safety plan and enforcement methods. Describe how your firm handles site visits from outside vendors and engineers. Provide a list of OSHA citations levied during the past five (5) years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each. Include details from your organization's OSHA 300A log for the past five (5) years including number of lost workday cases, restricted workday cases, cases requiring medical attention, and number of fatalities.

D. APPENDICES

Proposer may provide additional information in appendices to the proposal. Information in the appendices will not be considered for scoring purposes but will be considered after scoring for use in contract and Project execution.

Appendix A – Exception to ~~Sample Contract~~/General Terms and Conditions. The City's General Terms and conditions are attached to this solicitation. ~~The City's Sample Contract will be attached to this solicitation as an addendum.~~ Proposers should carefully review the City's ~~Sample~~

~~Contract and~~ General Terms and Conditions prior to submitting their Proposals. Proposer's Appendix A shall include any potential exceptions to the City's ~~Sample Contract~~/General Terms and Conditions. This list of exceptions will not be used for scoring. The list of exceptions from the winning Proposer will be submitted to the City's Attorney to begin review of the exceptions in an effort to advance the Construction Services Agreement as quickly as possible. The City reserves the right to reject any and all exceptions to its ~~Sample Contract and~~ General Terms and Conditions.

Appendix B – Preliminary Scope for Task Order 1 - It is highly recommended that the Proposer provide a preliminary scope for the first Task Order for this project in the appendices. **DO NOT INCLUDE A FEE.** The preliminary scope will not be considered for scoring. Once a Proposer is selected, their preliminary scope will become the working draft in an effort to advance the finalization of Task Order 1. The first Task Order should include all activities associated with CMAR support during the design phases (60%, and 90%) of this project as defined in the Scope of Work.

Appendix C – Required Forms and Licenses

SECTION 4 – SELECTION PROCESS, EVALUATION CRITERIA AND, SCORING

It is the intent of the City to award a contract to the Proposer who, in the sole opinion of the City, is most qualified to perform the scope of services required. The following selection criteria, including financial and non-financial criteria, will be used to score the Proposals. A total of 100 points will be allocated. The Proposer with the highest score will be the selected as the CMAR.

A. ACCEPTANCE OR REJECTION OF PROPOSALS

1. City reserves its right to waive any irregularities in the solicitation process, to reject any or all proposals, or to re-advertise this LOI if desired.
2. Proposals that are incomplete, conditional, obscured, or which contain irregularities of any kind, may be rejected by the City. If the successful Proposer defaults upon its obligations or otherwise refuses to enter into the City contract upon selection, the City reserves the right to accept the next best proposal of any other Proposer or to re-advertise using the same or revised documentation in the City's sole discretion.
3. Requests for clarification of proposal(s) shall be in writing. Proposer's failure to respond to the City's request for clarification may result in such proposer being deemed non-responsive and serve as just cause to reject Proposer's response to this solicitation.

B. EVALUATION OF PROPOSALS (PROCEDURE)

1. **Administrative Review of Proposals:** City Procurement staff shall first review all proposals in detail to make a determination as to the responsiveness of each proposer.
 - a) A proposal will be deemed responsive where the submittal complies with the requirements as set forth in this solicitation.
 - b) If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Contracting Officer, in his/her sole discretion, shall

make a determination as to whether or not the deficiency can fairly be corrected or if the proposal should be rejected and found to be non-responsive.

- c) Only those proposals found to be responsive shall be submitted to the Selection Committee

2. Selection Committee Initial Proposal Evaluation Criteria (Shortlisting)

A determination of shortlisted firms will be made based upon the evaluation criteria listed below.

PROPOSAL EVALUATION / SELECTION CRITERIA (SHORTLISTING)	SCORING (100 POINTS)
General Qualifications and Information. Business organizational structure, ownership, history, and background. Location of office where primary Project support will be housed. Florida licensure held by firm and key personnel. Clarity, completeness, and presentation of qualifications.	10
Firm Qualifications and Past Experience. Firm’s record of successful performance of accomplishing similar services on past projects in both private and public sector. Successful completion of projects with a Guaranteed Maximum Price. Demonstrated ability to meet project schedules and budget. References.	35
Project Team Composition, Qualifications, and Experience. Education, experience, and organizational structure of key personnel. Record of experience and successful performance with construction manager and/or construction manager at risk delivery method on similar projects.	35
Firm Claims and Safety Record. Firm safety record. Firm lawsuit, claim, and contract dispute history. Viability of the Firm’s safety plan and enforcement methods. History of terminated contracts or subcontracts. History of contract claims resulting in litigation or arbitration.	20

3. Selection Committee Interview and Oral Presentation Evaluation Criteria

Shortlisted firms will be invited for interview and oral and visual presentation of qualifications. This session is intended to provide shortlisted firms with an opportunity to clarify Selection Committee questions and/or to further elaborate on submittals as deemed necessary by the Selection Committee. The City shall not be responsible for any costs or expenses incurred by proposers for proposer’s participation in any interviews, presentations, or negotiations.

INTERVIEW/PRESENTATION EVALUATION CRITERIA	SCORING (100 POINTS)
Firm’s Ability to Provide the Required Services. Overall evaluation of the firm/team and its perceived ability to provide the required services based on the clarity, completeness, and presentation of firm’s qualifications. Firm experience with successful completion of past projects and ability to meet time and budget requirements. Firm familiarity with local labor market and capability of developing viable pricing alternatives when working with subcontractors and suppliers.	35
Understanding of Project and Approach to Performing Required Services. Understanding of Project objectives. Project approach. Major issues identified and firm approach to addressing issues. Identification of any technical innovations that	40

may be incorporated and/or innovative approaches that will be used in executing the work. Expertise of firm/team and how expertise will be used to benefit the City to add value to the Project.	
Firm Availability and Current Workload. Firm/team availability to start Project. Percentage of time committed by key personnel to each assignment. Percentage of time firm is able to commit to Project.	25

4. **Final Scoring.** The final scoring process shall proceed as follows:
- a) Each Selection Committee member shall independently score each of the shortlisted firms based on the scoring criteria and points presented in Section 4.B.3 above.
 - b) Once the individual scores are received, Procurement Department staff shall total the scoring across all Selection Committee members and shall rank the shortlisted firms from highest to lowest based on their numerical score.
 - c) The firm receiving the highest score shall receive the rank of Number 1, the firm with the second highest score shall receive the rank of Number 2, and so on until all shortlisted firms are ranked.
 - d) In the case of a tie, the team with the highest score based on the Shortlisting Evaluation Criteria will be selected.

SECTION 5 – CONTRACT APPROVAL AND ACCEPTANCE OF GURANTEED MAXIMUM PRICE

A. CONTRACT AND TASK ORDER APPROVAL

1. The awarded Proposer will be required to negotiate, within two (2) weeks, a master contract and initial Task Order as a condition of award. If an agreement cannot be negotiated within two (2) weeks, the City reserves the right to terminate negotiations and award the LOI to the second highest ranked Proposer.
- ~~2. A sample contract is attached to this LOI. Any exceptions to this document must be presented in Appendix A to the Proposal.~~
3. City staff will present the master contract to City Council for approval to negotiate the Task Order 1 Services. The awarded Proposer must be prepared to meet with City staff and the Design Professional within five (5) business days of notice of award to prepare a cost for Task Order 1 Services.

B. ACCEPTANCE OF GUARANTEED MAXIMUM PRICE

1. Nothing contained in this solicitation or any subsequently issued agreement related to this solicitation shall require City to accept any of the CMAR's Guaranteed Maximum Price (GMP) Proposals.

2. Proposer understands and agrees that City shall have the unrestricted discretion to reject CMAR's GMP Proposals if, based on City's opinion and judgment, the rejection of the GMP Proposal is in the City's best interest.
3. CMAR shall provide, at the request of the City, all documentation associated with the preparation of the GMP including, but not limited to, sub-contractor and vendor bid proposals, estimates, bond and insurance quotes, risk/contingency calculations, etc.
4. GMP should not be submitted with LOI response.

NOTE: The City of Ocala, the State of Florida Department of Environmental Protection, and the ST. Johns River Water Management District (including its employees and officers) must be additional insured.