



City of Miami

ADDENDUM NO. 2

January 7, 2016

REQUEST FOR PROPOSALS NO.: 15-16-010

**DESIGN BUILD SERVICES FOR THE WAGNER
CREEK/SEYBOLD CANAL RESTORATION PROJECT**

CITP PROJECT NO.: B-50643

TO ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarifications and/or deletions amend the above-captioned Request for Proposals and shall become an integral part of the Proposals submitted and the Professional Services Agreement to be executed for Design Build Services for the Wagner Creek/Seybold Canal Restoration Project – Request for Proposals No.: 15-16-010 (the “Project”). Please note the contents herein and affix same to the documents you have on hand.

All attachments (if any) are available on the CITP website and are part of this Addendum.

- A. The deadline for receipt of proposals for RFP15-16-010 has been extended to **Tuesday, March 1, 2016, at 3:00 PM** (local time).
- B. The **Mandatory** Pre-Proposal Conference will be held on **Monday, January 11, 2016**, at the City of Miami’s MRC Building, 444 SW 2nd Avenue. The Conference Room has been switched to the **10th Floor Main Conference Room** to accommodate the attendees. The Technical portion of the meeting will start promptly at 10:00 AM. This will be followed by a **mandatory** Site Walk. All attendees will meet at the following address for the Wagner Creek/Seybold Canal Site Walk:

Miami-Dade County Kristi House
1265 NW 12th Avenue
Miami, FL 33136

Attendees are responsible for getting to and from the site as the City is not providing transportation. There is a County parking lot adjacent to Kristi House.

- C. The attached Bid Bond affidavit must be submitted with the Proposer’s Technical proposal certifying that a Bid Bond is included in the Price Proposal. Refer to Item D, below.

- D. Section 1.8, Proposal Bond is hereby deleted in its entirety and replaced with the following to revise how the Proposal Bond is submitted. The Proposal Bond shall be submitted with the Price Proposal. Language noted with a strikethrough are removed. Language noted with an underline are added.

1.8. Proposal Bond

A Proposal Bond in the amount of at least five percent (5%) of the proposed project cost payable to the City, shall be submitted with the Price Proposal portion of the Response. The Proposal Bond must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond. The Proposal Bond is conditioned upon the successful Proposer submitting the specified Payment and Performance Bond, which is a requirement of the Contract. The awarded Design-Build firm shall submit a Payment and Performance Bond (showing the Design-Build firm as Principal and also name all funding agencies, e.g., State of Florida, Florida Inland Navigational District and City of Miami.) in the full amount of the Contract, inclusive of design fees, as a condition precedent to Contract execution by the City. Further details on the Payment and Performance/Payment bonds and the Proposal Bond are included in the attached Appendix E and Appendix F, respectively, which provisions are incorporated into and made a part of this RFP. Failure to comply with these provisions will result in the forfeiture of the Proposal Bond and of any eligibility to be considered for award of a Contract. No plea of a mistake in the Response or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery, offset or recoupment of its Proposal Bond security or as a defense or a separate claim to or in any civil action. **Failure to include the Proposal Bond as part of the Price Response will result in the rejection of a response as non-responsive. Do not include the Proposal Bond with the Technical Proposal as the Response will be rejected as non-responsive, as the Price Proposal will not be opened until after the Evaluation Committee has completed its evaluation of the Technical Proposals.**

A Proposer, whether submitting a Base Proposal and an ATC Proposal, will only be required to submit one Proposal Bond. In this instance, the Proposal Bond can be submitted with either of the Proposals.

- E. Article 67, Design-Build Firm's Damages for Delay, is hereby deleted in its entirety and replaced with the following to revise the language. Language noted with a strikethrough are removed. Language noted with an underline are added.

Article 67, Design-Build Firm's Damages for Delay:

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for

actual delays due solely to fraud, bad faith or active, intentional and willful interference on the part of City ~~or its Consultant~~. Otherwise, Contractor shall be entitled only to extensions of the Contract Time for completion of the Work as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. NO EXCEPTIONS.

Except as may be otherwise specifically provided for in the Contract Documents, the Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the City or any of its representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work. In this regard, the Contractor alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving shop drawings, samples or other submittals or the failure to render determinations, approvals, replies, inspections or tests of the Work, in a timely manner. Contractor shall not receive monetary compensation for City delay. Time extensions may be authorized, in writing, by the City in certain situations. This Section shall not be interpreted or construed to contravene or abridge the City's sovereign immunity under applicable laws including Florida Statute 768.28.

F. The following are the inquiries received and the corresponding responses:

Q1. After initial review of the documentation, and in conjunction with the Pre-Proposal Conference Scheduled for January 11, 2016 and subsequent Additional Information & Clarification Deadline of January 18, 2016, Cashman formally requests a thirty (30) day extension to the current Response Submission Due Date of February 1, 2016.

This extension is requested to properly evaluate project requirements related to permitting, execution, site access, existing structures, community outreach, and several other items that are impeded by Holiday Schedules and the relatively short duration of time between the Pre-Proposal Conference, Closing of Information and Clarification Deadline and subsequent submittal date. Based on the current due date of February 1, 2016, it is our position that the time allotted is not sufficient to undertake a proper evaluation of a design / build project of this magnitude as well as confirming that aged information is still accurate (specifically the CAP2 Document from 2009).

A1. See item No. A above.

Q2. In evaluation of the current RFQ documents, it is unclear if the City of Miami has assigned and/or contracted with a third party firm for technical representation. CH2M is clearly the author of the referenced CAP2 document and as questions arise in review of this document, is it anticipated that CH2M will be engaged for response to technical questions? If not, than who will be responding to technical queries?

- A2.** The City has engaged CH2M to assist with responses to technical questions. All formal responses during the procurement phase will be issued by the City's Procurement Department via addendum.
- Q3.** Will the City also be issuing a Performance and Payment Bond form as well?
- A5.** The Performance and Payment Bond Forms were provided as part of the Draft Design/Build Contract (Attachment D of the RFP).

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE PROFESSIONAL SERVICES AGREEMENT AND SHALL BE MADE A PART THEREOF.



**Annie Perez, CPPO, Director of Procurement
City of Miami Procurement Department**

This Addendum shall be signed by an authorized representative and dated by the Proposer and submitted as proof of receipt with the submission of the Proposal.

NAME OF FIRM: _____

DATE: _____

SIGNATURE: _____

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

DANIEL J. ALFONSO
City Manager



Certification of Proposal Bond

I _____ hereby certify that the Proposal Bond referenced in Section 1.8 of the solicitation is enclosed in the separate sealed Price Proposal.

Signature: _____

Name: _____

Proposer: _____