



City of Miami

ADDENDUM NO. 1

August 6, 2015

REQUEST FOR QUALIFICATIONS NO.: 14-15-027

MISCELLANEOUS ENVIRONMENTAL ENGINEERING SERVICES

TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarifications, and/or deletions amend the above-captioned Request for Qualifications and shall become an integral part of the Proposals submitted and the Professional Services Agreement to be executed for Miscellaneous Environmental Engineering Services – Request for Qualifications No.: 14-15-027 (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.

Request for Information

- Q1.** Would the City of Miami (City) consider allowing a Florida-registered Professional Geologist (PG) to serve as project manager as an alternative to a Florida-registered Professional Engineer (PE)?
- A1.** Yes, Licensed Professional Geologist (PG) are experts in soil science and are actively engaged in the decision making process for Environmental Engineering projects. Therefore a Florida registered Professional Geologist is an acceptable alternative to a Florida Registered Licensed Professional Engineer (PE).
- Q2.** Why is a Florida Department of Transportation (FDOT) Notice of Qualifications Letter required for the City’s environmental projects?
- A2.** The City requests the FDOT Notice of Qualifications Letter as a general standard for all Proposers, however, a Proposer will not be penalized if a Notice of Qualifications Letter is not included in their Response.
- Q3.** Does the City have a list of the CBE’s that are located within its municipal boundaries? If so, please website link.
- A3.** Certification Lists for Miami-Dade County can be found at <http://www.miamidade.gov/business/reports-certification-lists.asp>. The City does not maintain a list of CBEs located within the City’s boundaries.
- Q4.** Can you supply the total value of the purchase orders awarded during the current contract?
- A4.** This information is not readily available at this time, however, the contract capacity of a Professional Services Agreement (PSA) for Miscellaneous Environmental Engineering Services is 500K. Work orders will be equitably distributed amongst all awarded firms.

- Q5.** Will the City clarify that the Consultant's performance obligation in Section 3.05, and Article A2 of the scope of work and time for performance in Sections 3.04 and 10.11 are based on the standard of care customary in the industry based on the circumstances related to the project, as opposed to any error or omission? For example, an error in construction cost estimates may occur based on information provided by vendors; or an error in a design may arise from information provided by the City or unusual or unforeseen conditions; or an error may occur based on services performed by the City's contractor.
- A5.** Please refer to Florida Department of State's Florida Administrative Code and Florida Administrative Register, Chapter 61G15-30, Responsibility Rules Common to all Engineers.
- Q6.** Will the City clarify that the Consultant will not be in default in Section 5.01 unless it fails to comply with material terms or routinely fails to perform its obligations, and consider removing the express liability of consequential and incidental damages?
- A6.** Article 5, Default, Section 5.01, General, states "if the Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the Consultant shall be in default." A proposing firm may take exceptions to language in the standard PSA and indicate same in its Response.
- Q7.** Will the City clarify that it's re-use, as set forth in Section 7.03, at its sole risk also includes use of incomplete work product prepared by the Consultant?
- A7.** Article 7, Documents and Records, Section 7.03, Re-Use states "it is understood that all Consultant agreements and/or Work Orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the City's sole option, and by virtue of signing this agreement the Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the City of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement."
- A proposing firm may take exceptions to language in the standard PSA and indicate proposed exception in its Response.
- Q8.** Will the City provide additional information explaining how the indemnification in Article 8 complies with Florida Statute 725.08 since the drafted form in Article 8 exceeds what is allowed by statute?
- A8.** A proposing firm may take an exception to language in the Indemnification Clause found in the standard PSA and indicate proposed exception in its Response.
- Q9.** Will the City clarify that it does not intend to request review of Consultant's insurance policies, as set forth in Article 9, unless a dispute arises with Consultant?
- A9.** The Consultant will be required to purchase Certificates of Insurance as stipulated in Article 9 prior to executing a PSA with the City.
- Q10.** Will the City clarify why the Consultant's "best judgment as a professional" in preparing the statement of probable construction costs may require the Consultant to perform services for the City at the Consultant's cost?
- A10.** The Consultant firm may be required to review submitted change orders by the contractor and may be asked to provide input as to the probable construction costs related thereto.
- Q11.** Please clarify that the Consultant cannot approve or reject or otherwise direct work performed by contractor, as contemplated in A2.06-13?
- A11.** Correct. The approval and/or rejection of work is the responsibility of the City's project manager. The City's project manager may collaborate with the consultant regarding various phases of the construction project.

Q12. Pages 18 and 19 of the RFQ indicate that an FDOT prequalification letter is required as part of the submittal. Can the City please confirm what categories the City is seeking respondent's to be qualified in? With the exception of PD&E, environmental consulting services are not prequalified by FDOT.

A12. The City does not request that Proposers are qualified for specific types or categories of work as stipulated in the FDOT Notice of Qualifications Letter. The City requests the Notice of Qualifications Letter as a general standard for all Proposers, however a Proposer will not be penalized if a Notice of Qualifications Letter is not included in their Response.


Q13. Regarding the RFQ - WC – Workload form. The RFQ requested this form for each key personnel in Section A, No. 5 (page 16), and requested it again in Section C, No. 2 (page 17). However, it is only listed once in Response Submission Format (page 19) in Section C, No.4. Can the City please clarify if the RFQ-WC form is required in both Sections A and C or if it should only be submitted in Section C, No. 4.

A13. Form RFQ – WC is requested for both Sections A and C.

Q14. Please provide clarification in regards to the References Project Experience Form RFQ-PP-R and Project Manager Reference Form RFQ-PM-R. Does the City expect the proposer to have the owner complete and fully execute the reference forms to include in the proposer's response package OR will the City send the completed forms to the owners/references and have them executed at that time?

A14. The Proposer must include in its Response all completed forms signed by the owner of the referenced project.

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 and dated by the Proposer and submitted as proof of receipt with the submission of the Proposal.

NAME OF FIRM: _____

DATE: _____

SIGNATURE: _____