



City of Miami

ADDENDUM NO. 1

January 29, 2016

REQUEST FOR QUALIFICATIONS NO.: 15-16-011

MISCELLANEOUS MARINE AND COASTAL ENGINEERING SERVICES

TO: ALL PROSPECTIVE PROPOSERS:

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 Marine and Coastal Engineering Services – Request for Qualifications (RFQ) No.: 15-16-011 (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 Capital Improvements and Transportation Program (CITP) website and are part of this Addendum.

- A. The deadline for receipt of proposals for RFQ No. 15-16-011 has been extended to **Tuesday, February 9, 2016 at 2:00 PM.**
- B. The following includes revisions to the Request for Qualifications. Items noted with a strikethrough are removed. Items noted with an underline are added.

SECTION 2 RFQ SCOPE OF SERVICES

2.1 Purpose

The City is seeking to procure the services of a qualified and experienced team to provide Marine and Coastal Engineering Services for miscellaneous projects. The Proposer and its Sub consultants must be able to perform every element of the scope of services as outlined below and in Attachment A of the proposed Agreement.

It is anticipated that the Proposer’s team will consist of the following disciplines:

- Marine and Coastal Engineering
- Miscellaneous Consultants as needed, including Hydrologist Hydraulics Engineers
- Environmental Engineering (as it relates to Marine and Coastal projects)

- C. The following includes revisions to the Professional Services Agreement. Items noted with a strikethrough are removed. Items noted with an underline are added.

ARTICLE 2 GENERAL CONDITIONS

2.05 COMPENSATION

2.05-1 Compensation Limits

The amount of compensation payable by the City to the Consultant shall be a lump sum or not to exceed fee, based on the rates and schedules established in **Attachment B** hereto, which by this

reference is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation exceed **Five Hundred Thousand Dollars (\$500,000)** in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the City Commission and put into effect by written amendment to this Agreement. The City may, at its sole discretion use other compensation methodologies. The City shall not have any liability nor will the Consultant have any recourse against the City for any compensation, payment, reimbursable expenditure, cost or charge beyond the compensation limits of this Agreement, as it may be amended from time to time. This Agreement, as amended and/or renewed, is subject to the compensation limits for continuing contracts set forth in 287.055, Florida Statutes for Continuing Contracts.

ARTICLE 8 INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City, its officers, agents, directors, and/or employees, from liabilities, damages, losses, judgments, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Contract. Consultant shall, further, hold the City, its officials and/or employees, harmless for, and defend the City, its officials and/or employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent, ~~unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the City, its officials and/or employees.~~ These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Consultant shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Consultant to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City whether performed by the Consultant, or persons employed or utilized by Consultant.

This indemnity will survive the cancellation or expiration of the Agreement. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes, as applicable.

The Consultant shall require all Sub-Consultant agreements to include a provision that they will indemnify the City.

The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant or Sub-Consultant under this Agreements.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Consultant.

D. The following are the inquires received and the corresponding responses:

Q1. Since there was no pre-submittal conference held for this solicitation, is there a list of pre-approved Engineering firms registered with the City of Miami?

- A1.** The City of Miami utilizes Miami-Dade County's (MDC) Community Business Enterprise (CBE) certification lists. Please visit MDC's website to view all approved Engineering firms.
<http://www.miamidade.gov/smallbusiness/certification-lists.asp>
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- Q2.** Section 2.1: Can the City be more specific on the requirements for a Hydrologist? This technical requirement does not seem applicable to the Marine and Coastal Engineering Scope of Services.
- A2.** Please refer to Section B of this addendum addressing the change in the requirement for a hydrologist. Hydraulics engineering is requested in response to the scope. The hydraulics engineer will be tasked with fundamental hydraulic designs including the following: open-channel flow, pavement drainage, bridge/structure scour analysis, and drainage design for large land areas including parks.
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- Q3.** Section 3.6: The RFQ considers an additional five bonus points for use of a CBE consultant with a business address in the City of Miami. Will the City give any consideration or additional points if the Prime Proposer has a business address in the City of Miami and meets the requirements of Sec. 18-73 of the City of Miami Code?
- A3.** The City of Miami will award five bonus points to Proposers with sub-consultants certified by Miami-Dade County's CBE program, located within the City of Miami municipal boundaries. Consideration is not given to the Prime Proposer, unless the Prime Proposer is a CBE Firm.
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- Q4.** Section 4.1 A-7: For Form RFQ-PP, the RFQ requires a comprehensive summary of the Proposer's marine and coastal experience. Can the Prime Proposer utilize relevant experience of key personnel while they were employed at a previous firm for Form RFQ-PP? The roles and responsibilities of the key personnel would be clearly delineated so as not to misrepresent project experience.
- A4.** Relevant experience of key personnel while employed at a previous firm may be utilized for key personnel forms, such as Form RFQ-PM, Qualifications of Project Manager. Form RFQ-PP, Qualifications of Proposer, shall only include relevant experience of the Prime Proposer.
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- Q5.** Section 4.1 A-7: Regarding Form RFQ-PP, can projects be utilized that are still in progress and construction has not been completed?
- A5.** Form RFQ-PP, Qualifications of Proposer, shall only include completed projects.
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- Q6.** Section 4.1: Section E of the submission requirements includes a Florida Department of Transportation (FDOT) Notice of Qualifications Letter. Can the City provide these forms or clarify this requirement?
- A6.** The FDOT qualification process can be found at the following link on the FDOT website:
http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm
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- Q7.** Please send a list of interested bidders.
- A7.** The City of Miami does not maintain a list of interested bidders.
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- Q8.** What information should the Letter of Agreement (LOA) include?
- A8.** Please refer to the LOA Form at the following link on the CITP website:
http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/CBE/CBE_forms.asp
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- Q9.** Where is Form C-1, List of Sub-consultants located?
- A9.** Form C-1 can be found at the following link on the CITP website:
http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/ProjectPages/CBE/CBE_forms.asp
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- Q10.** Is the FDOT Notice of Qualifications required? Must the Prime Proposer be FDOT qualified?

A10. The City requests the FDOT Notice of Qualifications Letter as a general standard from all Proposers. However, a Proposer will not be penalized if a Notice of Qualifications Letter is not included in their Response.

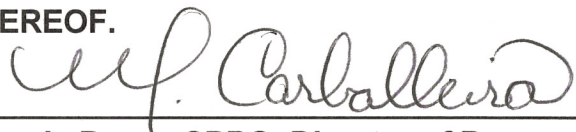
Q11. Regarding the CBE requirement: Miami-Dade County combined the Disadvantage Business Enterprise (DBE) program with the Small Business Enterprise (SBE) program and now only lists SBEs. However, they also have a certification list for Micro-SBEs. Do Micro-SBE firms qualify to meet the CBE requirement?

A11. Yes, Micro-SBE's as identified within Miami-Dade County's small business certification program are permitted to fulfill the CBE requirement.

Q12. Can City of Miami staff be used to complete Forms RFQ-PP-R and RFQ-PM-R?

A12. Yes, City of Miami staff may be utilized to complete reference forms identified in the RFQ.

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

for 
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: _____