



City of Miami

ADDENDUM No. 1

November 20, 2018

REQUEST FOR PROPOSALS No. 18-19-005

DESIGN-BUILD SERVICES FOR DINNER KEY MARINA REPAIRS AND RESTORATION PROJECT

TO: ALL PROSPECTIVE PROPOSERS:

The following changes, additions, clarifications, and/or deletions amend the above-captioned Request for Proposals (RFP) and shall become an integral part of the proposal submitted and the Contract to be executed for **Design-Build Services for Dinner Key Marina Repairs and Restoration Project, RFP No. 18-19-005** (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 Office of Capital Improvements (OCI) website and are part of this Addendum.

MODIFICATIONS:

1. Wherever applicable throughout the RFP document, Proposers are hereby advised that the Proposal Submittal Date has been changed to **December 6, 2018**. The time and location for delivery of Proposals remain the same.

2. On page 32 of the RFP, Section 3.5(A) "Minimum Qualification Requirements," General Contractor, please delete the following:

"In addition, the General Contractor shall have experience as the prime contractor for at least three (3) completed projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), with contract values of \$5 million within the last ten (10) years."

And replace with the following text:

"In addition, the General Contractor shall have experience as the prime contractor for at least three (3) completed projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), within the last eight (8) years."

3. On page 33 of the RFP, Section 3.5(B) "Minimum Qualification Requirements," Lead Engineer/Design Manager Firm, please delete the following:

"In addition, the Lead Engineer/Design Manager shall have experience as the Engineer of Record for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), with contract values of \$5 million or more within the last 10 years."

And replace with the following text:

“In addition, the Lead Engineer/Design Manager shall have experience as the Engineer of Record for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), within the last eight (8) years.”

4. On page 33 of the RFP, Section 3.5(C) “Minimum Qualification Requirements,” Key Personnel, the minimum years of experience for the Key Personnel listed on pages 33 and 34, has been reduced from eight (8) years to five (5) years. In addition, any reference to a contract value threshold for the three (3) required projects references has been eliminated. The three (3) required project references still must meet the “similar scope and complexity” standard. The City of Miami, with the advice of the Design Criteria Professional, will have sole discretion to determine whether the proposed project references meet said standard.

REQUESTS FOR INFORMATION:

Q1. Do the Proposers provide Step 1 packages (qualifications and experience only, from all interested Proposers) and Step 2 packages (Technical and Price Proposal for Base and Additive Alternatives) simultaneously or at different times?

A1. Step 1 Proposals must be submitted by or on December 6, 2018, at 3:00 p.m., to the City of Miami Clerk’s Office, 3500 Pan American Drive, First Floor, Miami, FL 33133. At the Step 1 Meeting to be held in late December 2018 or early January 2019, Evaluation Committee members will shortlist Advancing Firms (please refer to page 4 of the RFP). The date to submit Step 2 Proposals from Advancing Firms will be determined by the Evaluation Committee members.

Q2. What will be the duration between the submission of Step 1 and Step 2 packages?

A2. It is estimated that there will be approximately 60 days between the submittal due date for Step 1 and Step 2 Proposals.

Q3. Should the D/B Team include a contingency in its bid for such unforeseen condition?

A3. No. A contingency allowance will be added to the final contract value as part of the contract award process.

Q4. Please provide a sample contract to be used for this project.

A4. A sample contract will be shared with the selected Proposer after oral presentations are concluded and prior to commencing negotiations.

Q5. Is builders risk insurance required for this project?

A5. No. The City will acquire Builder’s Risk insurance.

Q6. If required, when will the builders risk policy start and stop?

A6. Please refer to response to Q5, above.

Q7. If required, who is responsible to pay for the builder’s risk insurance?

A7. Please refer to response to Q5, above.

Q8. After the City takes occupancy of completed construction, the master permit will still be open for uncompleted/ future works. Will the City require the D/B Team to indemnify the City for completed construction occupied by the City?

A8. Yes.

Q9. What documents are required to demonstrate financial strength of the Proposer?

A9. Please refer to best practices and/or guidelines by A.M. Best Company.

Q10. Will a bondability letter be accepted to demonstrate financial strength of the Proposer?

A10. Please refer to response to Q9, above.

Q11. Will the D/B Team be responsible to indemnify the City for any and all events for the entire Dinner Key Marina? For example, construction has commenced at Pier 1 and Pier 2 and a slip and fall occurs at Pier 7. No construction work has occurred at Pier 7. Will the D/B Team be required to defend and indemnify the City for events that occurred outside the active construction site?

A11. Yes. The indemnification language in the upcoming design-build contract will read as follows:

“The Design-Builder shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City and their officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Design-Builder and persons employed or utilized by Design-Builder in the performance of this Contract. Design-Builder shall further, indemnify, hold and save harmless, and defend (at its own cost), the City and their officers, agents, directors, 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 officers, agents, directors, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Design-Builder shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Design-Builder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Design-Builder shall in no way limit the responsibility to indemnify, hold and save harmless, and defend the City and their officers, agents, directors, employees, and instrumentalities as herein provided.

The indemnification provided above shall obligate the Design-Builder pre and post construction to defend, at its own expense, to and through trial, administrative, 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 Design-Builder, or persons employed or utilized by Design-Builder. These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Design-Builder shall require all sub-consultant/sub-contractor agreements to include a provision that each sub-consultant/sub-contractor will indemnify the City in substantially the same language as this Section. The Design-Builder 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 Design-Builder

in which the City participated either through review or concurrence of the Design-Builder's actions. In reviewing, approving or rejecting any submissions by the Design-Builder or other acts of the Design-Builder, the City in no way, assumes or shares any responsibility or liability of the Design-Builder or any sub-consultant/sub-contractor under this Contract.

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 Design-Builder.”

Q12. Will the City require the D/B Team to indemnify the City for slip and falls that occurs in the DKM parking lot where no new work is being performed?

A12. Yes, if the site is made available to the contractor for use, storage, parking, etc.

Q13. Do you happen to have an estimated project value and start date for the above noted project yet?

A13. The City anticipates the construction cost to be in excess of \$15M. The City continues to work with insurance and with the Federal Emergency Management Agency (FEMA) to determine the reimbursement process relative to the damage from Hurricane Irma. The award of the construction contract is anticipated in late February 2019, based on the procurement process discussed at the pre-bid meeting; this schedule is subject to change. The selected design-build team will commence design and local permitting based on their established schedule, with construction to commence as quickly as possible.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE CONTRACT DOCUMENT AND SHALL BE MADE A PART THEREOF.



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