



City of Miami

ADDENDUM No. 3

November 30, 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. Throughout the RFP document, the reference to “Design-Builder” must read “Design-Build Firm.”

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2. On page 5 of the RFP document, please delete the following:

“Proposer must submit Price Proposals in separate envelopes. A Price proposal must be submitted for the Base Proposal, including Additive Alternatives 1 through 3.”

And replace with the following text:

“On the Step 2 Proposal Due Date, shortlisted firms must submit Price Proposals in separate envelopes. A Price proposal must be submitted for the Base Proposal, including Additive Alternatives 1 through 8. Failure to do so will result in the Proposal being rejected as non-responsive.”

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3. On page 6 of the RFP document, please delete Section 1.6 in its entirety, and replace with the following text:

“1.6. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) will be required to execute a contract (“Contract”) with the City. The contract will be a City-furnished Design-Build Agreement

(Agreement), and certain provisions of the Contract are non-negotiable. These include, without limitation, applicability and compliance with applicable laws (e.g., State Statutes, County and City Codes), venue, hold harmless, duty to defend, indemnity and insurance, payment and performance bond, and cancellation for convenience or due to lack of funding, by the City Manager. These sections are excerpted below:

a. Applicable Law and Venue of Litigation

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

b. Indemnification

The Design-Build Firm 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-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Contract. Design-Build Firm shall further, indemnify, hold and save harmless, and defend (at its own cost), the City, Van Alen, and their 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. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Design-Build Firm shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Design-Build Firm expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Design-Build Firm shall in no way limit the responsibility to indemnify, hold and save harmless, and defend the City and their officers, employees, agents, and instrumentalities as herein provided.

The indemnification provided above shall obligate the Design-Build Firm 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-Build Firm, or persons employed or utilized by Design-Build Firm. 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-Build Firm shall require all subconsultant/subcontractor agreements to include a provision that each subconsultant/subcontractor will indemnify the City in substantially the

same language as this Section. The Design-Build Firm 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-Build Firm in which the City participated either through review or concurrence of the Design-Build Firm's actions. In reviewing, approving or rejecting any submissions by the Design-Build Firm or other acts of the Design-Build Firm, the City in no way, assumes or shares any responsibility or liability of the Design-Build Firm or any subconsultant/subcontractor 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-Build Firm.

c. Insurance

Without limiting any of the other obligations or liabilities of Design-Build Firm, Design-Build Firm shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

- **Commercial General Liability**

- A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000

- B. Endorsements Required

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured
 Contingent and Contractual Exposures
 Explosion, Collapse and Underground Hazard
 Primary and Non-Contributory Endorsement
 Products and Completed Operations covered for a minimum of three years following project completion. Additional insureds included on this requirement.

- **Business Automobile Liability**

- A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto/Owned/Scheduled	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

- B. Endorsements Required

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured.

- **Worker’s Compensation**
Limits of Liability
Statutory-State of Florida
Waiver of subrogation
USL&H, IF APPLICABLE
- **Employer’s Liability**
Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit
- **Umbrella/Excess Liability**
Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence **\$15,000,000**
Aggregate **\$15,000,000**

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured
Excess Form over all applicable liability policies contained herein
- **Environmental Impairment/CPL Liability \$3,000,000**
City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured
Five Year Reporting Period
- **Builder’s Risk/Installation Floater (If applicable)**
Causes of Loss: Special Form with Replacement Cost Valuation
Deductible: \$50,000 AOP, 5% Wind & Hail, Flood
City of Miami, its elected officials, instrumentalities, and employees listed as loss payee/additional insured

DESIGN-BUILD FIRM IS RESPONSIBLE FOR ALL DEDUCTIBLES APPLICABLE HEREIN

- **Payment and Performance Bond Full amount of contract at award, including all contingencies**

City of Miami, its elected officials, instrumentalities, and employees listed as an Obligee
- **Design-Build Firm’s Professional Liability \$5,000,000/\$5,000,000**

Retro Date Included. This limit shall be equally applicable and provided by any and all consultants, subconsultants, or subcontractors engaged in the project.

- **Protection and Indemnity Liability (If Applicable)**
Limits of Liability (Jones Act included) **\$1,000,000/\$2,000,000**
City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured.
- **Crime Coverage (If Applicable)**
Employee Dishonesty and Forgery Alteration
Limits of Liability **\$1,000,000**
City of Miami, its elected officials, instrumentalities, and employees listed as loss payee.

The Design Build Firm is responsible for all applicable deductibles in terms of all lines of coverage, or policies herein contained, more specifically noted in Section (7) Insurance.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies issuing all insurance policies required above must be authorized to do business in the State of Florida, and meet the following qualifications:

The company must be rated no less than “A-” as to management, and no less than “Class X” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

d. Performance and Payment Bond

The Design-Build Firm shall within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment Bond containing all the provisions of the attached Performance/Payment forms.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to City the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or subconsultants and subcontractors employed pursuant to this Project(s). Each Bond shall be with a Surety, which is qualified pursuant to Article 9, Qualification of Surety.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Design-Build Firm will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

The City must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Design-Build Firm shall ensure that the bond(s) referenced above shall be recorded in the public records and provide City with evidence of such recording. The Payment/ Performance Bond shall be in substantially the form provided by Section 255.05, Florida Statutes and be subject to the approval of the Risk Management Director and the City Attorney as to legal form.

e. Termination for Convenience

In addition to cancellation or termination as otherwise provided for in the Contract, the City Manager may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Design-Build Firm. Such Written Notice by the City Manager shall state the date upon which Design-Build Firm shall cease all Work under the Contract and vacate the Project(s) site(s).

The Design-Build Firm shall, upon receipt of such notice, unless otherwise directed by the City:

- Stop all Work on the Project(s) on the date specified in the notice (“the Effective Date”);
- Take such action as may be necessary for the protection and preservation of the City’s materials and property;
- Cancel all cancelable orders for materials and equipment;
- Assign to the City and deliver to the site, or any other location specified by the Project Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work;
- Take no action that shall increase the amounts payable by the City under the Contract Documents; and
- Take reasonable measures to mitigate the City’s liability under the Contract Documents.
- All charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Design-Build Firm until all documentation is delivered to the City.

In the event that the City Manager exercises its right to terminate the Contract pursuant to the Contract Documents, the City will pay the Design-Build Firm:

- For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project(s) completed in accordance with the Contract through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the City except in the performance of the Contract, and has been specifically fabricated for the sole purpose of the Contract but not incorporated in the Work; and

- To the extent practical, the fair and reasonable value shall be based on the price established as a result of the Contract. In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract.
- The amount due hereunder may be offset by all payments made to the Design-Build Firm.
- All payments pursuant to this Article shall be accepted by the Design-Build Firm in full satisfaction of all claims against the City arising out of the termination including, Further, the City may deduct or set off against any sums due and payable under this Article any claims it may have against the Design-Build Firm.
- Design-Build Firm shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.
- All payments made under the Contract are subject to audit

Upon the City's payment in full of the amounts due the Design-Build Firm under this Article, the Design-Build Firm grants the City full use of the Work and any Work Product to complete the Project and subsequently occupy the Project."

4. On page 7 of the RFP document, please delete Section 1.9 in its entirety, and replace with the following text:

"1.9. Award of a Contract

A Contract may be awarded to the Successful Proposer for the Project by the City Commission or City Manager, as applicable under the City Code, based upon the qualification requirements reflected herein. The City reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer when it is determined to be in the City's best interest. The City does not represent or affirm that any award will be made, or that a Notice to Proceed will be issued."

5. On page 16 of the RFP document, Section 2.1, "Project Background," please delete the following:

"The original terminal building is still utilized as City Hall."

And replace with the following text:

"The original terminal building is still utilized as City Hall, housing the Commission Chambers and offices for elected officials and certain staff."

6. On page 37 of the RFP document, Section 3.11, "Audit Rights and Records Retention," please add the following text to at the end of the Section:

"The Audit and Inspection provisions set forth in Sections 18-100 to 18-102 of the City Code are deemed as being incorporated by reference herein as supplemental terms."

7. On page 65 of the RFP document, "Information for Determining Joint Venture Eligibility," please add the following text to at the end of the opening paragraph:

"All MUST requirements are mandatory. Failure to comply will result in disqualification of the Proposal as non-responsive."

REQUESTS FOR INFORMATION:

- Q1. Please provide the vendor and manufacturer of the exiting fiberglass grate decking.
- A1. The existing grating was installed in 2006 time frame, and the vendor was Strongwell.
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- Q2. Please specify the quantity of grating to be replaced. It was verbally stated that all the grating is to be replaced. It was also stated that only some of the grating is to be replaced. We are unable to determine from the RFP plans and specifications the quantity of the new grating that is required. Please specify the location and quantity of grating to be replaced.
- A2. Total Grating Area is approximately 53,500 sq. ft. Nominal Grating Width is approximately 7 ft.

Pier No.	Grating Length (Ft.)
1	680
2	615
3	915
4	890
5	1,180
6	1,030
7	870
8	915
9	540

NOTE: these figures are provided to Proposers for informational purposes, only. Proposers are still required to field verify the above-mentioned figures at their convenience.

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- Q3. Please provide the survey information included in the RFP in PDF format. We are unable to open the survey included in the RFP.
- A3. A new survey is included within this Addendum.
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- Q4. Please provide the Geotechnical Report (Page 39 of the MN Design Criteria Package states will be provided). The Geotechnical Report is needed to determine pile-driving pricing.
- A4. Soil borings have commenced, and the boring logs are anticipated in mid-December. The geotechnical information will be provided to all short-listed Proposers after the Step 1 qualifications process.
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- Q5. What is the duration for the entire project (design, permitting, and construction)?
- A5. The anticipated schedule is 365 calendar days. Short-listed Proposers, however, will be required to submit their own project schedule as part of the Step 2 Proposal.

- Q6. a) When does the clock commence for this project?
b) Does the clock commence after the permits are secured?
- A6. Short-listed Proposers will be required to submit their own project schedule as part of the Step 2 Proposal. The City anticipates providing a partial Notice to Proceed (NTP) for the selected team to commence the engineering design. As the design progresses through the City review process, and both the environmental and building permits are issued, the City may issue an NTP for construction. Depending on the selected Proposer's schedule, the City may issue additional partial NTPs to order long-lead time materials during the engineering and permitting tasks.
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- Q7. Additive alternates add scope to the contract. Will time also be added to complete the add alternates?
- A7. Time may be added, as appropriate.
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- Q8. How much time will be added for alternates No.1, No.2, and No.3?
- A8. Additive Alternative No. 4 has been added. Nonetheless, shortlisted Proposers will be required to submit their own project schedule as part of the Step 2 Proposal, including a recommendation for additional construction time for each alternative. A sample Bid Proposal form is included as part of this Addendum.
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- Q9. a) What is the design and environmental permitting duration? The MN Design Criteria Package (Page 12) states, "Environmental Permitting - Estimated 9 to 12 months." The RFP indicates that the entire project duration is 12 months for both design/permitting and construction.
b) How is it possible to complete the entire project when the design I permitting process is "estimated" to be a 9 to twelve (12) month duration?
- A9. The City is initiating the environmental permitting to progress concurrently during Steps 1 and 2 of the design-build procurement process. The environmental permitting process will also continue concurrently as the successful Proposer completes the engineering design and building permit processing. The 9-month duration is an estimate based on experience with similar projects in Miami-Dade County, and it is possible the rehabilitation project could be permitted in 6-9 months. The City will maintain regular communication with the successful Proposer, and work to expedite the environmental permits.
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- Q10. The MN Design Criteria Package (Page 16) states, "Piles shall be wrapped as indicated on the DCP Drawings." Do DCP criteria include wrapping the existing PT I CCA piles?
- A10. Only new piles shall be wrapped.
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- Q11. The permitting agencies are known to be arbitrary. Hypothetically, if during construction the permitting agencies require that all exiting piles be wrapped, will this work be part of a change order to the City of Miami?
- A11. Yes, a change order may be issued to include additional work, as appropriate.
-
- Q12. Will the D/B Team be compensated for differing site conditions?
- A12. Proposers shall review existing site conditions along with information included in this package that includes some of the repair plans as well as original design plans from the 1980's. Proposers shall also review the DCP carefully. Site visits by Proposers are encouraged to confirm site conditions. The City is implementing the project through a two-step, "best value" procurement process to select a qualified/experienced Design-Build

Firm that has designed and constructed similar projects. Per Section 1, Sub-section 29, "Differing Site Conditions" of the ensuing Design-Build Agreement, "No adjustments to the Contract Time or Contract Price shall be approved due to differing site conditions, as the Design-Build Firm is solely responsible for all aspects of design and construction of the Project.

Q13. Will the D/B Team be compensated for scope items added to the project by the permit agencies?

A13. Yes, a change order may be issued to include additional work, as appropriate.

Q14. Will each phase of completed construction have its own warranty commencement date?

A14. The warranty period commences once the Design-Build Firm obtains the Temporary Certificate of Occupancy for each phase.

Q15. Can the contractor fence off their active construction site?

A15. Yes.

Q16. Please provide the size, dimensions, and location of the contractor staging area. The MN Design Criteria Plans (G-002, General Note 13) state, "THE CITY SHALL HAVE THE SOLE AUTHORITY TO DESIGNATE AND I OR LIMIT AREAS OF CONSTRUCTION, STAGING, ACCESS, AND STORAGE." The contractor staging area is a critical component. The location and size of the staging area can impede or enhance the reconstruction process. It is of great importance that the City identifies and defines a contractor staging area before the submission of this proposal. Please provide the size, dimensions, and location of the contractor staging area.

A16. See figure below indicating the approximate limits of the staging area.



Q17. Will the City provide parking spaces to the D/B Team?

A17. Yes.

Q18. How many parking spaces will be provided to the D/B Team?

A18. Approximately 15 parking spaces located on the south side of the staging area.

Q19. The Proposers need to quantify and price the submerged marine debris. Please provide a survey of submerged marine debris.

A19. The City removed some of the marine debris resulting from Hurricane Irma; however, there is still debris to be removed by the Design-Build Firm. An allowance for the removal of the remaining Hurricane Irma marine debris will be included on the Bid Form for the Step 2 of the bid process.

Q20. If additional marine debris is found (not included in survey), can the D/B Team be compensated for the additional work?

A20. Yes, please refer to response A19, above.

Q21. Will the City issue change orders to the Proposer for any differing site conditions?

A21. Please refer to response A12, above.

Q22. Will the City have an on-site project manager authorized to make decisions on behalf of the City?

A22. The Office of Capital Improvements (OCI) will have an assigned Project Manager. This individual will have the authority as outlined in the DBIA contract, and the City will strive to be responsive to field conditions and to requests from the Design-Build Firm. The Project Manager will make regular site visits to the project site, and regular progress meetings are anticipated once construction starts.

Q23. Both marine debris removal and mooring pile replacement are exempt from environmental permits. Can the contractor commence this work prior to securing any environmental permits?

A23. No.

Q24. Will the Proposer be compensated promptly for marine debris removal and or mooring pile replacement prior to the issuance of environmental permits? Currently, the RFP states that the Proposer will not be compensated for construction work prior to the issuance of permits.

A24. No.

Q25. The MN Design Criteria Plans (G-002, Vessel Relocation) states, "THE D/B TEAM WILL COORDINATE WITH THE DINNER KEY MARINA MANAGEMENT TO IDENTIFY / NOTIFY VESSELS ANCHORED IN THE AREA OF THE MOORING FIELD THAT WILL INTERFERE WITH THE DEBRIS REMOVAL AND/OR REPAIRS PRIOR TO CONSTRUCTION." The Dinner Key Marina Mooring Field is located to the east of the Spoil Islands. Will the D/B Team be responsible for any work east of the Spoil Island?

A25. No.

Q26. Will the D/B Team be responsible for marine debris that is located outside footprint of the docks and mooring piles?

A26. No.

Q27. Will the D/B Team be responsible for the marine debris that is between the main piers (Piers 1- Pier 9)?

A27. Please refer to response A19, above.

Q28. Please specify where the D/B Team will be responsible for the removal of marine debris.

A28. Within the mooring piles area, and in the fairways between the piers. Please refer to response A19, above.

Q29. Will the City require that all diving be completed by an OSHA compliant three-man dive team?

A29. Construction that requires diving shall be conducted in accordance with OSHA requirements for commercial diving operations and in accordance with Association of Diving Contractors International (ADCI) standards. All divers shall be ADCI certified.

Q30. Will the City permit SCUBA divers to perform commercial diving?

A30. The selected Design-Build Firm will be responsible for determining the appropriate means/methods for commercial diving in accordance with OSHA requirements and in accordance with ADCI standards.

Q31. The required wage rates (FL 260) do not lists commercial divers. Please provide wage rates for commercial divers.

A31. It is the Design-Build Firm's responsibility to contact the U.S. Department of Labor to obtain wage rates not listed on FL260.

Q32. The required wage rates (FL 260) do not list boat operators and I or tug captains. Please provide a wage rate for boat operators and tug captains.

A32. Please refer to response A31, above.

Q33. The existing mooring piles at Dinner Key Marina are greenheart piles. The City's standard mooring pile specification (developed by Stephen Bogner) requires greenheart piles. The City's specifications state that the greenheart pile must have 13" butts measured 3' down from the top. Greenheart piles are far superior in strength and for pile driving. Greenheart piles are also capable of holding large yachts during storm events. The Design Criteria Plans and Specifications for this RFP require PT I CCA mooring piles. We suggest that City consider replacing the existing broken greenheart mooring piles with new greenheart mooring piles.

A33. Short-listed Proposers must provide cost for piles as indicated in the DCP. Provide **Additive Bid Alternative #5** price for green heart mooring piles per the City's specification. The additive bid alternate shall include an allowance in the construction schedule for the procurement and delivery of the piling to the construction site.

Q34. Suggest extending all wooden piles five feet taller. During storm events, the existing low piles punch holes in boat hulls. This has been an issue at Dinner Key Marina during the past four storms (Andrew, Katrina, Wilma, and Irma). Storm surges elevates the boats

above the top of piles. Extending piles up five feet will reduce the chances of piles poking holes in the side of vessels.

A34. Short-listed Proposers must provide cost for piles as indicated in the DCP. Provide **Additive Bid Alternative #6** price for increasing the cutoff elevation by 5 ft.

Q35. Suggest using stainless steel hurricane straps for new wood construction. Galvanized hurricane straps rust and rot. After ten years, most of the galvanized hurricane straps have deteriorated. Most of the expense with hurricane straps is the labor cost. Therefore, we believe it is logical to use stainless steel hurricane straps.

A35. Short-listed Proposers must provide cost for hurricane straps as indicated in the DCP. Provide **Additive Bid Alternative #7** price for providing SS316 hurricane straps.

Q36. This RFP states that the City will pay for all permits. Does this include all mitigation and impact fees?

A36. The Design-Build Firm must pay for all permit costs and fees. In turn, the City will reimburse the Design-Build Firm for those permit costs and fees on a dollar per dollar basis.

Q37. What are the performance requirements for the card access system?

A37. The City has a contract with a Quality Wiring to install and monitor the City's security systems and other low voltage systems. It is a standard practice, for all City projects, that OCI and the design consultant coordinate low voltage work with Quality Wiring, and provide just empty conduits and pull boxes as necessary for the work to be completed "by others" (Quality Wiring).

Q38. What are the performance requirements for the WIFI system?

A38. Please refer to response A37, above.

Q39. What are the performance requirements for the security camera system?

A39. Please refer to response A37, above.

Q40. Suggest adding a program to fortify Spoil Island D. During Hurricane Irma, anchored boats were pulled over the Spoil Islands and torpedo into docked boats at the Dinner Key Marina. Adding large riprap rubble to the Spoil Islands will help protect the Dinner Key Marina in storm events.

A40. The City will be evaluating this coastal protection works as part of a future project.

Q41. Add Alternate requires the replacement of approximately 66 concrete beam slabs (plans S-121, S-122, S-123, S-125, S-126, S-127, and S128). Between many of the beam slabs scheduled to be replaced are concrete bents (concrete beams) that are also scheduled to be repaired. May the contractor exercise an option to replace these damaged bents with new concrete bents? With the beam slabs gone, it is often easier and better to replace than repair.

A41. Provide **Additive Bid Alternative #8** to replacing bent caps in-lieu of repairing.

CLARIFICATIONS:

1. A revised version of the RFP document is included as part of this addendum.
2. A revised version of the Bid Proposal form is included as part of this addendum. Even though this form will be required from short-listed Proposers only, it is provided in advance to assist potential Proposers in selecting their team members. All updated documents can be downloaded at <http://www.ci.miami.fl.us/MiamiCapital/NewBidsandProposals.html>.

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**

1 Bid Form – RFP No. 18-19-005 Design-Build Services for the Dinner Key Marina Repair and Restoration Project

The following bid tabulation is based on the bid package and description of work included with the DCP. Section 1.1, 1.2 and 1.3 includes all work associated with the Base Bid. Sections 1.4, 1.5, and 1.6 include additive alternatives. Additive alternatives are described in detail in Section 1.5 of the DCP Program Requirements and within the DCP Drawings.

The undersigned, having read and understood the Bidding Documents and examined the Project site and adjoining areas, and being familiar with the obstacles and conditions that will affect proposed Work, hereby offers and agrees to furnish all labor, products, and services needed to provide Work in accordance with the Bidding Documents as follows:

1.1 Base Bid – Structural

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization and Demobilization	1 LS		_____
Submerged Debris Removal	50 CY	_____	_____
Concrete Walkway Span Replacement	13 EA	_____	_____
Timber Finger Pier Replacement (6 pile pier)	87 EA	_____	_____
Timber Finger Pier Replacement (8 pile pier)	12 EA	_____	_____
Timber Finger Pier Type 1 Repair (6 pile pier)	80 EA	_____	_____
Timber Finger Pier Type 1 Repair (8 pile pier)	8 EA	_____	_____
Timber Finger Pier Type 2 Repair (6 pile pier)	30 EA	_____	_____
Timber Finger Pier Type 2 Repair (8 pile pier)	5 EA	_____	_____
Timber Mooring Pile Replacement	40 EA	_____	_____
7-foot wide Fiberglass Reinforced Plastic (FRP) Grating Replacement	53,500 SF	_____	_____
Marina Appurtenances	1 LS		_____
Pile Jackets	9 EA	_____	_____

Structural Base Bid Subtotal – Dollars \$ _____

1.2 Base Bid - Electrical

<u>Pay Item</u>	<u>Qty</u>	<u>Total Price</u>
Mobilization and Demobilization	1 LS	_____
Demolition of Landside Electrical Equipment and Conductors	1 LS	_____
Demolition of Pier Electrical Equipment (over water)	1 LS	_____
Cleaning, Repair and Preparation of Existing Conduits	1LS	_____
Demolition of Existing Communication Services	1 LS	_____
Design of Electrical Service, Access Control/Security & CCTV and Supply of Construction Drawings	1 LS	_____
Supply of As Built Drawings and Project Sign Off	1 LS	_____
Electrical Service Entrance Disconnects	1 LS	_____
480V, 3 Phase, NEMA 3R SS Panelboards	8 EA	_____
Marine Substations, NEMA 3R SS	24 EA	_____
Lighted Bollards	1 LS	_____
Solar Navigation Lights	7 EA	_____
Low Voltage/Security System Infrastructure	1 LS	_____
Wi-Fi/CCTV/Security Mounting Poles	1 LS	_____
Electrical Distribution (Conduit, Wiring, Conductors And Labor)	1 LS	_____
Pedestal Type A1 (Single Slip, 30A Recpt)	7 EA	_____
Pedestal Type A2 (Dual Slip, 30A Recpt)	72 EA	_____
Pedestal Type B1 (Single Slip, 50A & 30A Recpt)	6 EA	_____
Pedestal Type B2 (Dual Slip, 50A & 30A Recpt)	187 EA	_____
Pedestal Type C1 (Single Slip, 2-50A Recpt)	7 EA	_____
Pedestal Type C2 (Dual Slip, 4-50A Recpt)	13 EA	_____
Pedestal Type D1 (Single Slip, 2-50A & 1-100A Recpt)	2 EA	_____

Electrical Base Bid Subtotal – Dollars - \$ _____

Electrical Supplementary Bid Information

<u>Pay Item</u>	<u>Unit Cost</u>	<u>Hourly Rate</u>	<u>(Min. Charge)</u>
Labor Rates: Supervisor	Per Hour _____	_____	_____
Labor Rate: Electrician	Per Hour _____	_____	_____
Labor Rate: Worker - General	Per Hour _____	_____	_____
Tool Rental Rates (Cost plus %)	Per Hour _____	_____	_____
Additional Material Rates (Cost plus %)	% Charge _____	_____	_____
Add'l Material (over \$5000: Cost plus %)	% Charge _____	_____	_____
Misc:	As Noted _____	_____	_____

1.3 Base Bid – Plumbing

Provide a lump sum price to repair and/or replace plumbing utilities as indicated in the DCP Drawings.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Fire Suppression System	1 LS		_____
Potable Water System	1 LS		_____
Sewage Pumpout System	1 LS		_____

Plumbing Base Bid Subtotal – Dollars \$ _____

1.4 Additive Alternative #1 – Repair of Non-Storm Related Damage

The following items include the repair of marina structural damage that is not attributed to Hurricane Irma in September 2017.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Concrete Walkway Span Replacement	69 EA	_____	_____
Concrete Walkway Span Repairs	22 EA	_____	_____
Concrete Pile Cap Repairs Type A	24 EA	_____	_____
Concrete Pile Cap Repairs Type B	78 EA	_____	_____
Concrete Pile Cap Repairs Type C	29 EA	_____	_____
Timber Mooring Pile Replacement	76 EA	_____	_____

Additive Alternative #1 Subtotal – Dollars \$ _____

1.5 Additive Alternative #2 – Finger Pier Upgrade

Provide a lump sum price to upgrade Finger Piers indicated as “replacement” in the DCP Drawings to be replaced using prestressed concrete piles, aluminum or FRP composite framing, with FRP grating.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Upgraded Finger Piers (6 pile pier)	87 EA	_____	_____
Upgraded Finger Piers (8 pile pier)	12 EA	_____	_____

Additive Alternative #3 Subtotal – Dollars \$ _____

1.6 Additive Alternative #3 – Removable Utility Pedestals

Provide a lump sum price to upgrade all utility pedestals to include a “weather base” to allow the pedestal to be separated from the permanent base before weather emergencies and stored to prevent damage.

Pay Item	Qty	Unit Price	Total Price
Additive Alternative #3 for Pedestal A1	7 EA	_____	_____
Additive Alternative #3 for Pedestal A2	72 EA	_____	_____
Additive Alternative #3 for Pedestal B1	6 EA	_____	_____
Additive Alternative #3 for Pedestal B2	187 EA	_____	_____
Additive Alternative #3 for Pedestal C1	7 EA	_____	_____
Additive Alternative #3 for Pedestal C2	13 EA	_____	_____
Additive Alternative #3 for Pedestal D1	2 EA	_____	_____

Additive Alternative #3 Subtotal – Dollars \$ _____

1.7 Additive Alternative #4 – Remote Electronic Monitoring Pedestals

Provide a lump sum price to upgrade all utility pedestals to include an electronic package to remotely monitor Ground Fault levels and Energy Consumption in KWH. Coordinate requirements with Wi-Fi communication system.

Pay Item	Qty	Unit Price	Total Price
Additive Alternative #4 for Pedestal A1	7 EA	_____	_____
Additive Alternative #4 for Pedestal A2	72 EA	_____	_____
Additive Alternative #4 for Pedestal B1	6 EA	_____	_____
Additive Alternative #4 for Pedestal B2	187 EA	_____	_____
Additive Alternative #4 for Pedestal C1	7 EA	_____	_____
Additive Alternative #4 for Pedestal C2	13 EA	_____	_____
Additive Alternative #4 for Pedestal D1	2 EA	_____	_____

Additive Alternative #4 Subtotal – Dollars \$ _____

1.8 Additive Alternative #5 – Greenheart Mooring Piles

Provide a lump sum price for the additional cost to install greenheart mooring piles per the City of Miami’s standard mooring pile specification in-lieu of piles as indicated in the DCP.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Greenheart Timber Mooring Piles	40 EA	_____	_____

Additive Alternative #5 Subtotal – Dollars \$ _____

1.9 Additive Alternative #6 – Increase Pile Cut-off Elevation

Provide a lump sum price for the additional cost to increase the cut-off elevation of all timber piles by 5-ft above the top of pile elevation indicated in the DCP. The price shall include additional embedment depth and diameter as determined by the D/B Team.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Increase all pile cutoff elevations by 5-ft	1 LS	_____	_____

Additive Alternative #6 Subtotal – Dollars \$ _____

1.10 Additive Alternative #7 – Stainless Steel Hurricane Straps

Provide a lump sum price for the additional cost to provide stainless steel hurricane straps and connection hardware in-lieu of hot dipped galvanized.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Provide stainless steel hurricane straps	1 LS	_____	_____

Additive Alternative #7 Subtotal – Dollars \$ _____

1.11 Additive Alternative #8 – Bent Cap Replacement

Provide a lump sum price for the additional cost to replace concrete bent caps between two adjacent walkway spans in-lieu of repair.

<u>Pay Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Replace walkway bent caps	1 LS	_____	_____

Additive Alternative #8 Subtotal – Dollars \$ _____

2 Bid Summary Sheet

Base Bid Summary

Structural \$ _____

Electrical \$ _____

Pedestals \$ _____

Plumbing \$ _____

Base Bid Total \$ _____

Additive Alternatives

Bid Alternative #1 – Repair of Non-Storm Related Damage \$ _____

Bid Alternative #2 – Finger Pier Upgrade \$ _____

Bid Alternative #3 – Removable Utility Pedestals \$ _____

Bid Alternative #4 – Remote Electronic Monitoring Pedestals \$ _____

Bid Alternative #5 – Greenheart Mooring Piles \$ _____

Bid Alternative #6 – Increase Pile Cut-off Elevation \$ _____

Bid Alternative #7 – Stainless Steel Hurricane Straps \$ _____

Bid Alternative #8 – Bent Cap Replacement \$ _____

3 Authorization

(Name of Bidder)

(P. O. Box)	(Street Address)
(City, State/Country, Zip)	(City, State/Country, Zip)
(Name of Authorized Person)	(Title of Authorized Person)
(Signature of Authorized Person)	(Date)

CORPORATE SEAL



City of Miami

REQUEST FOR PROPOSALS

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

RFP No. 18-19-005

ISSUE DATE

NOVEMBER 7, 2018

PRE-PROPOSAL CONFERENCE

NOVEMBER 14, 2018 AT 10:00 AM (VOLUNTARY)

ADDITIONAL INFORMATION AND CLARIFICATION DEADLINE

NOVEMBER 21, 2018 AT 5:00 PM

RESPONSE SUBMISSION DUE DATE AND TIME

DECEMBER 6, 2018 AT 3:00 PM

CONTACT

Fernando V. Ponassi, MA Arch., MA PPA, LEED®AP
Assistant Director, A&E and Construction Services
Department of Procurement
City of Miami
444 SW 2nd Avenue, 6th Floor
Miami, Florida 33130
Office: (305) 416-1902
Email: FPonassi@miamigov.com



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PUBLIC NOTICE

CITY OF MIAMI REQUEST FOR PROPOSALS (RFP)

DESIGN-BUILD SERVICES FOR THE DINNER KEY MARINA REPAIRS AND RESTORATION PROJECT RFP NO: 18-19-005

Completed responses must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 3:00 PM, on December 6, 2018** (“Response Submission Date”). Any Responses received after the above date and time, or delivered to a different address or location will not be considered.

Request for Proposals (RFP) documents may be obtained on or after **November 7, 2018** from the City of Miami, Office of Capital Improvements (OCI) webpage at:
<http://www.ci.miami.fl.us/MiamiCapital/NewBidsandProposals.html>

It is the sole responsibility of all firms to ensure the receipt of any addendum(s) and it is definitely recommended that firms periodically check the OCI webpage for updates and the issuance of addenda. **OCI has scheduled a voluntary pre-submittal conference for this solicitation on November 14, 2018, at 10:00 a.m., at Dinner Key Marina, 3400 Pan American Dr., 3rd Floor, Conference Room 314, Miami, FL 33133. Any Proposer not attending the voluntary pre-submittal conference will not be precluded from submitting a proposal.**

The City of Miami reserves the right to accept any Responses deemed to be in the best interest of the City, to waive any minor irregularities, omissions, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the City Charter and Code. The responsibility for submitting a proposal before the stated time and date is solely and strictly that of the Bidder. The City is not responsible for any delayed, late, or mis-delivered Proposals, no matter the cause.

THIS SOLICITATION IS SUBJECT TO THE “CONE OF SILENCE” IN ACCORDANCE WITH SECTION 18-74 OF THE CITY OF MIAMI PROCUREMENT CODE.

Emilio T. González, Ph.D., City Manager



REFERENCE DOCUMENTS

The below referenced documents are being provided with this RFP are being provided for reference and general information and are being incorporated into and are being made part of the RFP, the contract documents or any other documents that are connected or related to this Project, except as otherwise specifically stated herein. No information contained in these referenced historical permit documents shall be construed as a representation of any current field condition or any statement of facts upon which the successful Proposer, hereinafter referred to as “Design-Build Firm,” can rely upon in the performance of this contract. All information contained in these referenced historical permit documents must be verified by a proper factual investigation. The Proposer agrees that by accepting copies of the historical permit documents, any and all claims for damages, time, or any other impacts based upon the documents are expressly waived.

ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this RFP as though fully set forth herein.

ATTACHMENT A: DESIGN CRITERIA PACKAGE

- Design Criteria (44 pages)
- Design Criteria Drawings (68 pages)
- Appendix B – Reference Documents (143 pages)
- Hurricane Irma Assessment Report (143 pages)
- Bid Proposal Form (8 pages)

ATTACHMENT B: STEP 1 REQUIRED FORMS

ATTACHMENT C: BID BOND FORM

ATTACHMENT D: PAYMENT AND PERFORMANCE BOND FORM

The selection process for this RFP is comprised of two steps, Step 1 - Evaluation of Qualifications, and Step 2 - Evaluation of Technical and Price Proposal.

- Step 1 is the evaluation of a design-build team’s qualifications based on the teams’ completed Proposal. The Evaluation Committee appointed by the City Manager will attempt to qualify no fewer than three responsive and responsible teams, and by majority vote will determine the maximum number of responsive and responsible teams to advance to Step 2 (the “Advancing Firms”).
- Step 2 is the evaluation of competitive Technical and Price Proposals from those Advancing Firms who offered a responsive and responsible Proposal.

Pursuant to Florida Statutes 287.055, “A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.” The City reserves the right to disqualify any proposal from a team which includes any subconsultant and/or individual who has played a substantial role in the development of the design criteria package, or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such subconsultant’s or member’s prior involvement in the project.



SECTION 1 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this RFP. The City of Miami (the “City”) Office of Capital Improvements, through the Department of Procurement (Procurement), invites responses (“Responses”) that offer to provide the services described in Section 2.0, “Scope of Services.” Copies of this Solicitation are available on the OCI webpage by visiting <http://www.ci.miami.fl.us/MiamiCapital/NewBidsandProposals.html>

1.2 Submission of Responses

Proposers submitting a response to this RFP must provide both (1) a Technical Response and (2) a Price Proposal based on the Scope of Services as defined in Section 2.0 of the RFP. Proposers **must** submit a response (Base Proposal) to the specifications of this RFP, including Additive Alternatives 1 through 8. The Base Proposal **will not** be considered without also submitting a price for Additive Alternatives 1 through 8.

The City reserves the right to accept any Responses deemed to be in the best interest of the City, to waive any minor irregularities, and/or omissions and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the City Charter and Code and this RFP.

Sealed written Responses must be received by the City of Miami Clerk’s Office, no later than the date, time and at the location indicated in Section 4 of the RFP in order to be considered responsive. Faxed documents are not acceptable. **One (1) unbound original and six (6) copies in digital format (on CD-ROM or USB in .pdf file format)** of the complete Step 1 (qualifications and experience only, from all interested Proposers) must be received by the Submission Due Date specified in this RFP. **One (1) unbound original and six (6) copies in digital format (on CD-ROM or USB in .pdf file format)** of the complete Step 2 (Technical and Price Proposals for Base and Additive Alternatives) must be received from teams shortlisted for oral presentations on a date to be determined at the appropriate time, and notified accordingly. The Price Proposal (Base and Additive Alternatives) **must** be submitted in a separate sealed envelope or package. Proposers must provide a price for Additive Alternatives 1 through 8 as part of the complete Step 2 proposal.

Proposer must submit Price Proposals in separate envelopes. A Price proposal must be submitted for the Base Proposal, including Additive Alternatives 1 through 8. Failure to do so will result in the Proposal being rejected as non-responsive.

1.3. Voluntary Pre-Proposal Conference

A **voluntary** pre-proposal conference (“Conference”) will be held on **November 14, 2018 at 10:00 a.m.** The conference will be held at Dinner Key Marina, 3400 Pan American Dr., 3rd Floor, Conference Room 314, Miami, FL 33133. Prospective Proposers are not required but strongly encouraged to attend this meeting to obtain information relative to the RFP. Attendees are required to sign-in. Failure to attend or sign-in will not result in a Proposer’s Response being rejected as non-responsive.

1.4. Cone of Silence

Pursuant to Section 18-74 of the City of Miami Code (Ordinance No. 12271), a “Cone of Silence” is imposed upon this RFP. Oral communication is prohibited.



Written communications may be in the form of fax, mail, or e-mail to Fernando V. Ponassi, at 444 SW 2nd Avenue, 6th Floor, Miami, FL 33130, Office: (305) 416-1902, e-mail FPonassi@miamigov.com with a copy to the Office of the City Clerk, Attn: Rosa Castillo, at Clerks@miamigov.com. Oral communications are not permissible. See “Cone of Silence” Ordinance for details.

Please review City of Miami Ordinance No. 12271 and City Code Section 18-74 for additional information pertaining to the Cone of Silence.

Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff, except as provided in the RFP, regarding this RFP until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFP shall be cause for rejection of your Proposal, and may result in potential debarment, pursuant to this Code.

1.5. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer’s name, the RFP number and title, the specific project title and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than 5:00 PM, on November 21, 2018**. Late or misplaced delivered requests will not receive a response in the subsequent addendum.

Procurement will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addenda to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Addendum(s) will only be made available on the OCI webpage and it is the Proposer's sole responsibility to assure receipt of all addenda. Prior to submitting the Response, the Proposer should check the OCI webpage for all addenda prior to submitting their Response: <http://www.ci.miami.fl.us/MiamiCapital/NewBidsandProposals.html>

1.6. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a contract (“Contract”) with the City. Certain provisions of the Contract are non-negotiable. The contract will be a City furnished Design-Build Agreement (Agreement). These include, without limitation, applicability and compliance with applicable laws (e.g., State Statutes, County and City Codes), venue, hold harmless, duty to defend, indemnity and insurance, payment and performance bond, and cancellation for convenience or due to lack of funding, by the City Manager. These sections are excerpted below:

a. Applicable Law and Venue of Litigation

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions, herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

b. Indemnification

The Design-Build Firm 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-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Contract. Design-Build Firm shall further, indemnify, hold and save harmless, and defend (at its own cost), 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. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Design-Build Firm shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Design-Build Firm expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Design-Build Firm shall in no way limit the responsibility to indemnify, hold and save harmless, and defend the City and their officers, employees, agents, and instrumentalities as herein provided.

The indemnification provided above shall obligate the Design-Build Firm 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-Build Firm, or persons employed or utilized by Design-Build Firm. 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-Build Firm 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-Build Firm 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-Build Firm in which the City participated either through review or concurrence of the Design-Build Firm's actions. In reviewing, approving or rejecting any submissions by the Design-Build Firm or other acts of the Design-Build Firm, the City in no way, assumes or shares any responsibility or liability of the Design-Build Firm 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-Build Firm.

c. Insurance

Without limiting any of the other obligations or liabilities of Design-Build Firm, Design-Build Firm shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

▪ **Commercial General Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000



Products/Completed Operations **\$2,000,000**
Personal and Advertising Injury **\$1,000,000**

B. Endorsements Required

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured
Contingent and Contractual Exposures
Explosion, Collapse and Underground Hazard
Primary and Non-Contributory Endorsement
Products and Completed Operations covered for a minimum of three years following project completion. Additional insureds included on this requirement.

▪ **Business Automobile Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto/Owned/Scheduled
Including Hired, Borrowed or Non-Owned Autos
Any One Accident **\$1,000,000**

B. Endorsements Required

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured

▪ **Worker's Compensation**

Limits of Liability
Statutory-State of Florida
Waiver of subrogation
USL&H, IF APPLICABLE

▪ **Employer's Liability**

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

▪ **Umbrella/Excess Liability**

Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence **\$15,000,000**
Aggregate **\$15,000,000**

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured
Excess Form over all applicable liability policies contained herein

▪ **Environmental Impairment/CPL Liability** **\$3,000,000**

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured
Five Year Reporting Period



- **Builder’s Risk/Installation Floater (If applicable)**

Causes of Loss: Special Form with Replacement Cost Valuation

Deductible: \$50,000 AOP, 5% Wind & Hail, Flood

City of Miami, its elected officials, instrumentalities, and employees listed as loss payee/additional insured

CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES APPLICABLE HEREIN

- **Payment and Performance Bond**

Full amount of contract at award, including all contingencies

City of Miami, its elected officials, instrumentalities, and employees listed as an Obligee

- **Contractor’s Professional Liability \$5,000,000/\$5,000,000**

Retro Date Included. This limit shall be equally applicable and provided by any and all consultants, subconsultants, or contractors engaged in the project.

- **Protection and Indemnity Liability (If Applicable)**

Limits of Liability (Jones Act included) **\$1,000,000/\$2,000,000**

City of Miami, its elected officials, instrumentalities, and employees listed as an additional insured

- **Crime Coverage**

Employee Dishonesty and Forgery Alteration

Limits of Liability **\$1,000,000**

City of Miami, its elected officials, instrumentalities, and employees listed as loss payee.

The Design Build Firm is responsible for all applicable deductibles in terms of all lines of coverage, or policies herein contained, more specifically noted in Section (7) Insurance.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies issuing all insurance policies required above must be authorized to do business in the State of Florida, and meet the following qualifications:

The company must be rated no less than “A-” as to management, and no less than “Class X” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.



d. Performance and Payment Bond

The Design-Build Firm shall within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment Bond containing all the provisions of the attached Performance/Payment forms.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to City the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, subconsultants and/or subcontractors employed pursuant to this Project(s). Each Bond shall be with a Surety, which is qualified pursuant to Article 9, Qualification of Surety.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Design-Build Firm will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

The City must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Design-Build Firm shall ensure that the bond(s) referenced above shall be recorded in the public records and provide City with evidence of such recording. The Payment/ Performance Bond shall be in substantially the form provided by Section 255.05, Florida Statutes and be subject to the approval of the Risk Management Director and the City Attorney as to legal form.

e. Termination for Convenience

In addition to cancellation or termination as otherwise provided for in the Contract, the City Manager may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Design-Build Firm. Such Written Notice by the City Manager shall state the date upon which Design-Build Firm shall cease all Work under the Contract and vacate the Project(s) site(s).

The Design-Build Firm shall, upon receipt of such notice, unless otherwise directed by the City:

- Stop all Work on the Project(s) on the date specified in the notice (“the Effective Date”);
- Take such action as may be necessary for the protection and preservation of the City’s materials and property;
- Cancel all cancelable orders for materials and equipment;
- Assign to the City and deliver to the site, or any other location specified by the Project Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work;
- Take no action that shall increase the amounts payable by the City under the Contract Documents; and
- Take reasonable measures to mitigate the City’s liability under the Contract Documents.
- All charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the



documentation shall be cause to withhold any payments due without recourse by Design-Build Firm until all documentation is delivered to the City.

In the event that the City Manager exercises its right to terminate the Contract pursuant to the Contract Documents, the City will pay the Design-Build Firm:

- For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project(s) completed in accordance with the Contract through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the City except in the performance of the Contract, and has been specifically fabricated for the sole purpose of the Contract but not incorporated in the Work; and
- To the extent practical, the fair and reasonable value shall be based on the price established because of the Contract. In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract.
- The amount due hereunder may be offset by all payments made to the Design-Build Firm.
- All payments pursuant to this Article shall be accepted by the Design-Build Firm in full satisfaction of all claims against the City arising out of the termination including, Further, the City may deduct or set off against any sums due and payable under this Article any claims it may have against the Design-Build Firm.
- Design-Build Firm shall not be entitled to lost profits, overhead or consequential damages because of a Termination for Convenience.
- All payments made under the Contract are subject to audit

Upon the City's payment in full of the amounts due the Design-Build Firm under this Article, the Design-Build Firm grants the City full use of the Work and any Work Product to complete the Project and subsequently occupy the Project.

1.7. Price Proposal

Oral presentations will be conducted with the top three ranked Proposers at a minimum, provided that more than three (3) responsive and responsible Proposals are received. Immediately after oral presentations are concluded, the Price Response will be publicly opened. The price score will be incorporated into the overall rating and ranking of the Proposals by the Evaluation Committee. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer.

The City of Miami reserves the right to negotiate the final terms, conditions, and Contract pricing as may be deemed in the best interest of the City.

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 Technical 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 Bond and Performance Bond (showing the Design-Build Firm as Principal and also name the City of Miami as the funding agency) 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 Proposal Bid Bond and Payment and Performance Bond forms are included in the solicitation documents as Attachment C and Attachment D, 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 or as a defense or a separate claim to or in any civil action.

Failure to include the Proposal Bond as part of the Technical Response will result in the rejection of the Response as non-responsive. Do not include the Proposal Bond with the Price Proposal, as the Response will be rejected as non-responsive, since the Price Proposal will not be opened until after the Evaluation Committee has completed its evaluation of the Technical Proposals.

A Proposer, while submitting a Base Proposal and Additive Alternatives, will only be required to submit one Proposal Bond.

1.9. Award of a Contract

A Contract may be awarded to the Successful Proposer for the Project by the City Commission or City Manager, as applicable under the City Code, based upon the qualification requirements reflected herein. The City reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer when it is determined to be in the City's best interest. The City does not represent or affirm that any award will be made or a Notice to Proceed will be issued.

1.10. Contract Execution

By submitting a Response, the Proposers agree to be bound to and execute the Contract for Design-Build Services for the Dinner Key marina Repairs and Restoration Project. The Contract will be in the form of a Design-Build Contract furnished by the City at the time the City Manager authorizes the commencement of negotiations with the top ranked Proposer. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Contract for the City's consideration. None of the foregoing shall preclude the City, at its option, from seeking to negotiate changes to the Contract during the negotiation process.

1.11. Unauthorized Work

The Successful Proposer(s) shall not begin work until the City issues a Notice to Proceed. Such Notice to Proceed shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s), prior to the Notice to Proceed, and during the term of the Contract, shall be deemed non-compensable by the City and Successful Proposer shall not have any recourse against the City for performing unauthorized work.

1.12. Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope or package.

1.13. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the point of contact specified in Article 1.4, Cone of Silence. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline.



1.14. Subconsultant(s)/Subcontractor(s)

A Subconsultant/Subcontractor is an individual or firm who has a contract with the Proposer to assist in the performance of services required under this RFP. A Subconsultant/Subcontractor shall be paid through the Proposer, and not paid directly by the City. Subconsultants/Subcontractors are allowed by the City in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Response the major Subconsultants/Subcontractors to be utilized in the performance of required services. For purposes of this section, major Subconsultants/Subcontractors shall mean the professional services/construction services firms who shall serve as the primary professional services and construction firms, and shall contract for and supervise all other professional services/construction firms, as applicable. The City retains the right to accept or reject any Subconsultant/Subcontractor proposed in the Successful Proposer(s)' response or proposed prior to Contract execution. Any and all liabilities regarding the use of a Subconsultant/Subcontractor shall be borne solely by the Successful Proposer(s) and insurance for each Subconsultant/Subcontractor must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither the Successful Proposer(s) nor any of its Subconsultants/Subcontractors are considered to be employees or agents of the City. Failure to list all major Subconsultants/Subcontractors and provide the required information may disqualify any proposed Subconsultants/Subcontractors from performing work under this RFP.

1.15. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing, in the manner prescribed in RFP Section 1.4, Cone of Silence. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.16. Disqualification

This RFP requires the use and submission of specific City Forms. In addition, the RFP requires the submission of additional documents and information. Failure to utilize the City Forms will result in the rejection of the Response as non-responsive, and it will not be considered for award. Modification of, retyping, or any alterations to the City Forms will result in the rejection of a Response as non-responsive.

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. The City also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue an RFP.

Any Proposer who submits in its Response any information that is determined by the City, at its sole discretion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Contract.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the City (including any agency or department of the City) or where the City has an open or liquidated claim against a Proposer for monies owed the City at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior City contract or agreement, or has been debarred by an federal, State of Florida, or local public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award. Prior to award of a contract, the above requirements must be met, and is a condition that must be maintained during the term of the Contract.



1.17. Proposer's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a Contract, and/or to maintain the approved status of the Successful Proposer(s) if a Contract is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

1.18. Inspection of Site

Proposers should carefully examine the Project location of the proposed work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Contract. Proposers will find that the entire Project encompasses the existing Dinner Key Marina and supporting upland facilities and utilities located at 3400 Pan American Drive, Miami, Florida. Please visit the following link <http://www.miamigov.com/marinas/pages/marinas/dinkeymarina.asp>, for more details. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Design-Build firm to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

1.19. Execution of Proposal

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office, and affix the corporate seal. Anyone signing the Response as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Proposers understand that submitting this RFP does not constitute an Agreement or Contract with the Proposer.

1.20. Federally Funded Projects

a. Equitable Adjustment

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Proposer's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Proposer that continued performance of the contract would result in a substantial loss.

Successful Proposer might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.



b. Non-Appropriation of Funds

In the event no fund or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Proposer or his assignee of such occurrence, shall have the unqualified right to terminate the contract without penalty or expense to the City. No guarantee, warranty, or representation is made that any project(s) will be awarded to any firm(s).

c. Subcontractors of Work Shall be Identified

As part of the RFP, Proposers are required to identify any and all Subconsultants/Subcontractors that will be used in the performance of this proposed contract, their capabilities, experience, minority designation, as defined in Ordinance 10062 and the portion of the work to be done by the Subconsultant/Subcontractor. Failure to identify any and all Subconsultants/Subcontractors in the Proposal shall render the Proposal non-responsive, unless, the Successful Proposer submits this documentation to the City within five (5) working days after the proposal due date.

The Successful Proposer shall not, at any time during the tenure of the contract, subcontract any part of his operations or assign any portion or part of the contract, to Subconsultant/Subcontractor(s) not originally mentioned in their Proposal, except under and by virtue of permission granted by the City through the proper officials.

Nothing contained in this specification shall be construed as establishing any contractual relationship between any Subconsultant/Subcontractor(s) and the City.

The Successful Proposer shall be fully responsible to the City for the acts and omissions of the Subconsultant/Subcontractor(s) and their employees, as for acts and omissions of persons employed by the Successful Proposer.

d. Davis-Bacon Act

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Proposers shall use the Federal Wages reflected in Wage General Decision Number FL 180260 01/12/2018 FL260 in developing its proposal for this project. The Successful Proposer shall be required to provide certified payroll records documenting the work performed on this project.

e. Compliance with the Copeland “Anti-Kickback” Act

1. The Contractor shall comply with 18 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

f. Compliance with the Contract Work Hours and Safety Standards Act

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or



mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

g. Parts at Pass-Through Cost (for Repairs Outside the Scope of Work)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Successful Proposer's actual cost, and will be passed on to the City without markup or any additional fees. The Successful Proposer shall submit purchase receipt of parts along with the labor invoice for payment.

The Successful Proposer shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

h. Notification to Perform Work

The Successful Proposer shall notify the Project Manager when an employee is on the property and for what purpose.



i. Background Checks

The Successful Proposer shall be required to comply with the background screening specifications as listed in the Jessica Lunsford Act, Florida Statute § 1012-32.

The law requires that before contract personnel are permitted access on grounds when children are present, or if they will have direct contact with children, or have access to or control of school funds, they must have completed Level Two (2) screening requirements.

Prior to commencement of the project, the Successful Proposer shall provide Level Two (2) background screening results for all employees completing the work on park grounds.

j. Equal Employment Opportunity

During the performance of any resulting contract from an RFP, the Proposer agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies



invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

k. Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

l. Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.
- 2) The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

m. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

n. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

o. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)

Proposers who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer



or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that take place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to each ITQ for Federally Funded projects for the “Certification Regarding Lobbying” attachment. It is MANDATORY for the Proposers to return this form signed along with their bid.

p. Procurement of Recovered Materials

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

q. DHS, Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

r. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

s. Access to Records

- 1) The Contractor agrees to provide the City of Miami, (insert name of project manager), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.

t. Suspension and Debarment

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



SECTION 2

RFP SCOPE OF SERVICES

The City is seeking to procure a qualified and experienced Design-Build Firm to restore and/or replace the docks and utilities that were damaged at Dinner Key Marina by Hurricane Irma in September 2017. The overall project goal is to efficiently return the marina to operating conditions with the restoration and/or replacement of the following major components; 1) fixed concrete and timber dock structures, 2) fire protection system, 3) shore power, 4) lighting, 5) sewage pump-out, 6) domestic water and 7) communications/security system. The scope is divided into “hurricane” and “non-hurricane” repairs, and line items are included for optional improvements for mitigation purposes.

2.1. Project Background

Dinner Key Marina is located at 3400 Pan American Drive in Miami, Florida. The marina generally consists of nine (9) piers constructed of fixed concrete docks with approximately 582 wet slips. The area along Coconut Grove in Biscayne Bay has a long history of waterfront use beginning with the Naval Air Station in 1918, and with the Pan American Seaplane Terminal from 1932 to 1945. The original terminal building is still utilized as City Hall housing the Commission Chambers and offices for elected officials and certain staff. The original marina constructed in the 1950’s generally consisted of three main docks extending from the old seaplane terminal. The current marina facilities were constructed in the late 1980’s, likely 1986. Piers 1-7 are fixed docks that are generally in an easterly orientation from the western shoreline of Biscayne Bay. Piers 8 and 9 are along the bulkheads, at the southern half of the marina area. The marina was extensively damaged by Hurricane Andrew in 1992. The marina was repaired/restored after that hurricane, and most of the shore power pedestals and electrical system were replaced. The marina was again damaged by Hurricane Wilma in 2005. The eastern end of Pier 3 was reconstructed along with the gates/lock systems at the entrance of each pier. In addition, the original timber decking (covering the utility chase) was replaced with fiberglass grating in 2006 time frame. Additional improvements have been completed at the marina including Maintenance dredging and more recently, the sewage pump-out system was replaced.

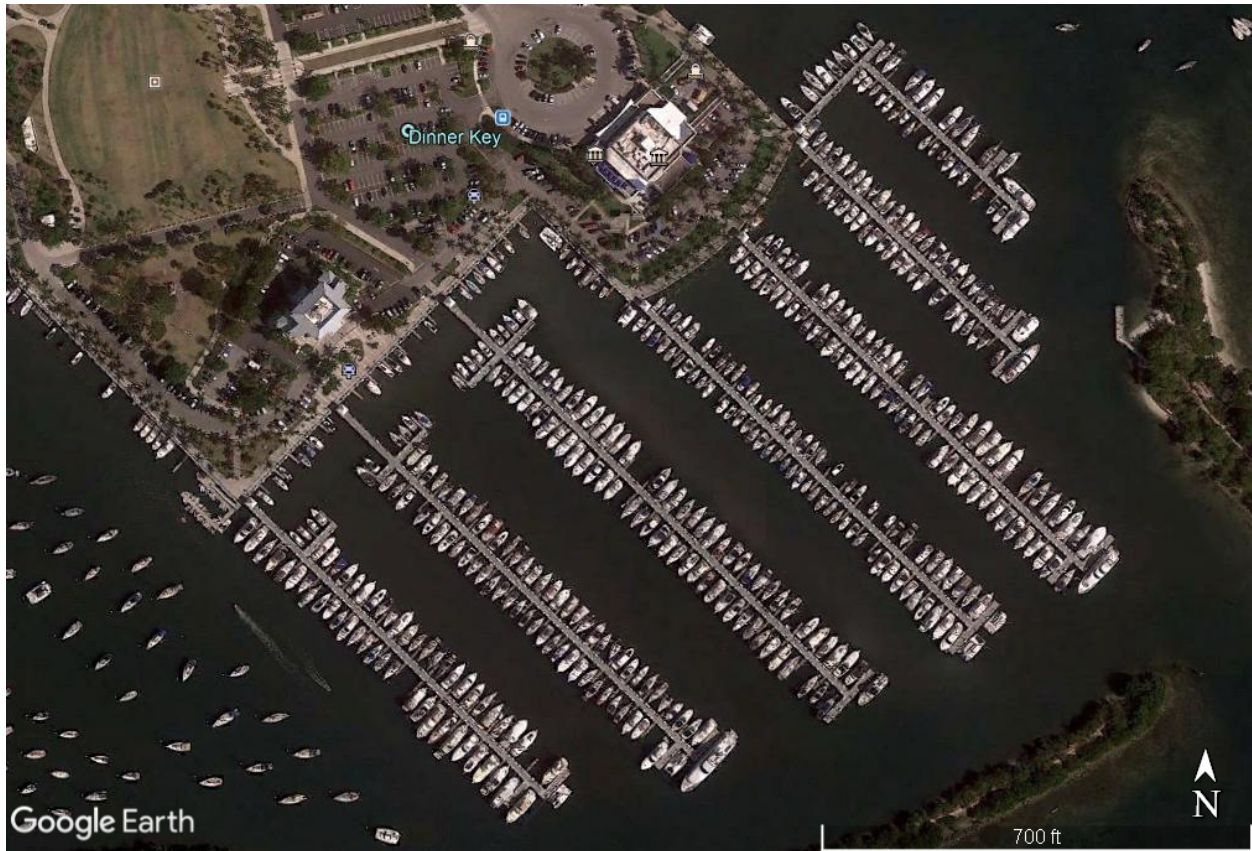
Hurricane Irma was the strongest observed hurricane in the Atlantic in terms of maximum sustained winds, and it was the most intense hurricane to strike the continental U.S. since Hurricane Katrina in 2005. (Hurricane Michael just impacted the Florida panhandle as an intense hurricane, which may change some of the reference information once studies are completed). After causing extensive damage throughout the Caribbean as a Category 5 storm, the hurricane impacted the Florida Keys at Cudjoe Key on September 10, 2017. The hurricane again made landfall in southwest Florida in the Naples area. The USGS reported a peak storm surge measurement of 5.75 feet (NAVD) at Dinner Key at 9:51pm on September 10, 2017. The hurricane submerged the docks and portions of the adjacent waterfront, subjecting the area to waves along with the high winds and heavy rainfall. The fixed main piers along with the timber finger docks were extensively damaged along with the marina utilities.

2.2 Project Location

The project encompasses the wet slips at Dinner Key Marina along with some utilities along the adjacent upland waterfront below in Figure 2.2-1.



Figure 2.2-1 – Dinner Key Marina (prior to hurricane damage; photo courtesy of Google Earth)



2.4 Schedule of Events

Refer to the advertisement for the schedule of events that will take place in the procurement process. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interest of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated for submission of items or for other actions on the part of a Proposer, shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

2.5 City's Responsibilities

The City will provide contract administration services and construction management during the life of the project. The City's Design Criteria Professional will provide construction administration services and quality acceptance reviews of some or all of the work at the sole discretion of the City. In any event, the Design-Build Firm must provide for its own construction quality assurance and quality control inspections, testing and material certifications and not rely upon the City for these services. The City will not be responsible for materials testing of any type. All quality assurance services as may be required by the approved project drawings and specifications shall be the responsibility of the Design-Build Firm.

This RFP does not commit the City to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the Contract



Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of all Contract Documents.

The City does not guarantee the details pertaining to previous structural, utility, and/or other investigations as shown on any documents supplied by the City, including soil borings. The submission of a proposal is prima facie evidence that the Proposer has made an examination as described in this provision. Proposers shall examine boring data, existing utility data (including but not limited to, electrical, plumbing, mechanical and communication systems) where available, and make their own interpretation of the subsoil investigations, existing subsurface utilities and other preliminary data, and shall base their Proposal on their own opinion of the conditions likely to be encountered.

2.6 Design-Build Firm Responsibilities

The Design-Build Firm shall be responsible for confirming the provided site and property surveys, underground utility locations (as applicable), condition assessment for repair and/or replacement quantities of the structural, plumbing, mechanical and communication trades, investigations that may be required to confirm driven pile means/methods and pile capacities, documentation of existing conditions in accordance with FDOT requirements, engineering designs for the trades required, construction inspections (including special inspections required by the City building permits), City of Miami building permitting, assistance with final Miami-Dade County DERM Class 1 Permitting, construction document preparation and subsequent approvals, and construction inspections on or before the project completion date indicated in the Technical Proposal.

The Design Criteria Package (Attachment A) sets forth requirements regarding surveys, explorations, design, construction, and adjacent residential/commercial/municipal access during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and permitting agencies, and the public.

The Design-Build Firm shall demonstrate best project management practices while working on this project, including but not limited to accounting and invoicing practices sufficient to meet state and City audit standards. These include communication with the City, regulatory agencies, adjacent property owners, and others as necessary for the best management of time and resources and for complete and accurate reimbursement submissions as the City is receiving partial funding from FEMA, which is distributed through the state.

2.7 Project Requirements and Provisions for Work

A. Governing Regulations:

The services performed by the Design-Build Firm shall be in compliance with all applicable building and municipal codes including, but not limited to, the State of Florida, Miami-Dade County, the City of Miami, and other regulations that may be required in addition to the requirements specified in this RFP.

The Design-Build Firm shall use as the primary standard, the City of Miami Engineering Standards for Design and Construction:

http://www.miamigov.com/Public_Works/pdfs/EngineeringStandards.pdf.

The Design Criteria Professional (DCP) will initiate environmental permitting for the Project through Miami-Dade County (DERM Class 1), Florida DEP, and the U.S. Army Corps of Engineers. The Design-Build Firm will be responsible for assisting with the completion of



the DERM Class 1 Permitting as the final drawings are completed for the City's Building Department processing. Design-Build Firm shall be responsible for preparing all necessary permit applications. The Design-Build Firm will be responsible for processing the required building permit as well as any required trade permits in accordance with the Florida Building Code and City of Miami building department requirements. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. The Design-Build Firm will be reimbursed for all permit fees under a Permit Allowance Account. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, lack of payment, or any permit violations shall be solely the responsibility of the Design-Builder, and will not be considered sufficient reason for time extension. Changes to the concept requiring additional permitting activities are the responsibility of the Design-Build Firm.

a. State and Federal Agencies:

The DCP Professional will complete the environmental permitting through the agencies with jurisdiction that include the U.S. Army Corps of Engineers and Florida DEP. Design-Build Firm is responsible for complying with these permit conditions, and the permits reference Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Statute 872.05, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and parts 114 and 115, Title 33, Code of Federal Regulations (CFR).

b. County Agencies:

In addition to these Federal and State permitting requirements, the DCP Professional will initiate permitting through the Miami-Dade County DERM Class 1 process. The Design-Build Firm will be responsible for completing this process with the drawings and other technical information (in conjunction with the City building permitting process) in accordance with DERM's specific requirements and regulations. The Design-Build Firm will also be responsible for preparing applications and technical documents as well as processing the plans through the DERM CORE process, if applicable. The Project requires reconnection of the sewage pump-out and the domestic water systems to existing on-site utilities with service from Miami-Dade WASD. The Design-Build Firm will be responsible for coordination and permitting that may be required through Miami-Dade WASD. The water/sewer loads are not increasing due to the project and no impact fees are anticipated; any WASD impact fees would be addressed under the reimbursable permit fees. Preparation of all County related permit applications and the acquisition of all applicable permits shall be the responsibility of the Design-Builder. Should it be required, the Design-Build Firm shall attend and represent the City at public hearings, presentations to the Board of County Commissioners or any other County Board, for project review and approval purposes.

c. City Agencies:

The project will require a building permit in accordance with City and Florida Building Code (FBC) requirements. A Master Permit is suggested, but not required, that will facilitate the various trade contractors (as applicable) to obtain trade permits. The Design-Build Firm will be responsible for preparing the building permit application and processing the plans through the various trades at the City building department that include, but are not limited to, structural, fire, plumbing, electrical, zoning, and public works. Any permitting required by City departments and/or agencies shall be prepared in accordance with their specific requirements and regulations. Preparation of all



permit applications and the acquisition of all applicable City related permits shall be the responsibility of the Design-Builder. Should it be required, the Design-Build Firm shall attend and represent the City at public hearings, presentations to the Board of City Commissioners or any other City Board, for project review and approval purposes.

d. Florida Power and Light Co. (“FPL”):

The Design-Build Firm shall be responsible for coordinating with FPL for the electrical service at the shore-side connections. Existing transformers and service is partially operational after the hurricane. The Design-Build Firm shall coordinate and conduct meetings with FPL to review the electrical plans and associated power loads for the marina restoration. Any required FPL service agreement costs (if applicable) will be reimbursed by the City through the permitting fee allowance. The Design-Build Firm shall coordinate with FPL in a timely manner to ensure sufficient power is available once the electrical systems have been constructed and inspected by the City.

e. Communications:

The Design-Build Firm shall coordinate with the telephone and internet service providers to provide the required service as outlined in the DCP. Any required service upgrade costs by the service providers shall be reimbursed by the City through the City permitting fee allowance. The Design-Build Firm shall coordinate with the service provider(s) in a timely manner to ensure service is available once the marina wet slip communication systems have been constructed and inspected by the City.

The Design-Build Firm shall obtain permits (with the exception of the environmental permits through the U.S. Army Corps of Engineers, Florida DEP, and DERM Class 1) while acting as an authorized agent or authorized representative for the “City” for permitting purposes only. Any fines levied on the Design-Build Firm by permitting agencies due to noncompliance, shall be the sole responsibility of the Design-Builder.

B. Survey:

The Design-Build Firm shall perform topographic surveying, construction layout, and mapping services necessary to confirm existing conditions and to complete the design and construction aspects of this project. Survey and mapping work must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code (F.A.C.), pursuant to Section 472.027, Florida Statutes (F.S.), and any special instructions from the City. The Design-Build Firm will also be responsible for conducting an “as-built” survey that will be processed through the agencies with jurisdiction as well as the City to confirm the project was constructed in conformance with the issued permits.

C. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions. By execution of the Contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is being compensated for performing adequate investigations of existing site conditions, including subsurface investigations, sufficient to support the design developed by the Design-Build Firm and that any information being provided is merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.



The Design-Build Firm shall fully document and take every precaution during construction to protect any existing roadway and/or building infrastructure such as signs and sign structures, signals, lighting, utilities, stormwater facilities and other items that are not to be replaced as part of this Project. If such items are damaged by the Design-Build Firm during the construction period, the damage shall be replaced at the Design-Builder's expense.

D. Submittals:

1. Plans:

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals will not be accepted.

The Design-Build Firm shall provide copies of required review documents as listed below.

a. 30%, 60% and 100% Plans (consistent with the DCP):

PDF and CAD files (as applicable) for 30% and 60% Plans

Five (5) sets of full-size Plans

Five (5) sets of Calculations

Five (5) sets of Pre-construction Survey

Five (5) copies of Technical Specifications (progress set with 60% plans; PDF)

Five (5) copies of Cover Letter that all comments have been addressed and a specific list of any unresolved issues.

One (1) CD containing all of the above

b. Record Set (consistent with the DCP):

All Record Set documents shall be manually signed and sealed by the Design Professional Engineer registered in the State of Florida.

Five (5) sets of full-size Plans

Five (5) sets of Calculations

Five (5) copies of Post-construction Survey

Five (5) copies of Technical Specifications

Five (5) copies of Permits/Environmental approval documents.

Five (5) copies of Cover Letter that all comments have been addressed and a specific list of any unresolved issues.

One (1) CD containing all of the above

Signed and sealed 100% Plans will be delivered to the City's Project Manager a minimum of five (5) working days prior to construction. Only stamped signed and sealed plans are valid and all work that the Design-Build Firm performs in advance of the City's release of Plans shall be at the Design-Builder's risk.



- A. In addition, the Design-Build Firm shall submit signed and sealed post-construction surveys the City.
- B. The Design-Build Firm shall complete the Record Set as the project is being constructed. The record set becomes the “as-built” at the end of the project. All design changes shall be signed and sealed by the Engineer of Record. The record set shall reflect all changes initiated by the Design-Build Firm or the City in the form of revisions. The record set shall be submitted on a Final Project CD upon project completion along with one (1) signed and sealed hard copy. The City shall review the record set prior to Final Acceptance in order to accept the record set.

2. Milestones:

In addition to various submittals mentioned throughout this document, the Design-Build Firm shall submit monthly project status reports, including, but not limited to, schedule updates and aerial photographs of progress.

E. Contract Duration:

The Design-Build Firm shall establish the contract duration for the subject project. In no event shall the contract duration exceed **Three Hundred Sixty-Five (365)** calendar days for substantial completion with an additional **Thirty (30)** calendar days for final completion, unless approved by the City. The schedule supporting the proposed contract duration will be submitted with the Technical Proposal and should identify the work activity durations in calendar days. The Proposed Contract Time (PCT) reflected in the schedule may be amended in the Proposal. The official PCT will be the one submitted with the Price Proposal.

F. Project Schedule, Limitations:

The minimum number of activities shall be those listed below:

- Award Date
- Pile Driving Investigations (as applicable)
- Design Surveys and Field Assessment of Conditions
- Design Durations
- Design Submittals (at 30%, 60% and 100% levels of completion)
- Design Reviews by the City
- Building Permit Processing
- DERM CORE Processing
- DERM Class 1 Permit – process completion
- FPL Service Coordination
- Communications Service Coordination
- Miami-Dade WASD Coordination
- Start of Construction
- Materials Quality Tracking



- Structural, plumbing, mechanical, and electrical trade construction; to include utility service connections and associated adjacent upland improvements.
- Detailed construction sequencing; a minimum of three phases are anticipated with TCO's obtained for completed piers so marina management can relocate customers.
- Temporary pier closures, marina customer and pedestrian protection, and proposed work hours
- Holidays and Special Events
- Substantial Completion
- Final Completion Date for All Work
- Final costs/reimbursement packages that may be required for FEMA

G. Key Personnel/Staffing:

The Design-Builder's work shall be performed and directed by Key Personnel identified in the Technical Proposal by the Design-Builder. Respondents shall not change Key Personnel without just cause. Any changes to the indicated Key Personnel shall be subject to review **and** must obtain written approval by the City's Project Manager. The City reserves the right to request additional documentation as required by the RFP.

H. Meetings and Progress Reporting:

The Design-Build Firm shall anticipate periodic meetings with City personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- City technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings
- Costs/reimbursement packages and updates for the loan and grants

During design, the Design-Build Firm shall meet with the City's Project Manager on a weekly basis and provide a "look ahead" of the upcoming activities.

During construction, the Design-Build Firm shall meet with the City's Construction Manager on a weekly basis and provide a one-week "look ahead" for activities to be performed during the coming week.

The Design-Build Firm shall, on a bi-weekly basis, provide written progress reports that describe the items of concern and the work performed on each task.

I. Public Involvement:

1. General:

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project.



2. Public Meetings:

The Design-Build Firm shall provide all support necessary for the City to hold various public meetings to ensure that good communication is maintained throughout the project. The following procedures have been developed and shall be adhered to at a minimum:

1. A notice of proposed work and announcement of public information meeting will be advertised in periodicals, posted on bulletin boards, etc., at least 60 days before the start of work in each area.
2. At least 30 days before the start of work in each section of the marina, a public information meeting will be held for the marina customers and interested local residents in the area where work will occur to discuss issues specific to those areas.
3. Ongoing meetings will be held to discuss and resolve issues encountered during the work.

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data, and information necessary for the City to produce display boards, printed material, video graphics, computerized graphics, etc., ongoing cost information and information necessary for the day-to-day exchange of information with the public, all agencies, and elected officials in order to keep them informed as to the progress, costs and impacts that the proposed Project will create. This includes workshops, information meetings, and public hearings.

The Design-Build Firm shall, on an as-needed basis, attend the meetings with an appropriate number of his personnel to assist the City. The Design-Build Firm shall forward all requests for group meetings to the City. The Design-Build Firm shall inform the City of any meetings with individuals that occur without prior notice.

3. Public Workshops, Information Meetings:

The Design-Build Firm shall provide all the support services listed in No. 2, Public Meetings, above. All legal/display ads announcing workshops, information meetings, and public meetings will be prepared and paid for by the City.

The City will be responsible for the legal/display advertisements for design concept acceptance. The City will also be responsible for preparing and mailing (includes postage) all letters announcing workshops and information meetings.

4. Public Involvement Data:

The Design-Build Firm is responsible for the following:

- Coordinating with the City.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the City.
- Providing required expertise (staff members) to assist the City on an as-needed basis.
- Preparing color graphic renderings and/or computer generated graphics to depict the proposed improvements for coordination with the City and other agencies.

The collection of public input occurs throughout the life of the project and requires maintaining files, newspaper clippings, letters, and especially direct contacts before,



during, and after any of the public meetings. Articles such as those mentioned shall be provided to the City for its use and records.

In addition to collecting public input data, the Design-Build Firm may be asked by the City to prepare responses to any public inquiries as a result of the public involvement process. The City shall review all responses prior to release.

J. Quality Management Plan (QMP):

1. Design:

The Design-Build Firm shall be responsible for the professional quality, technical accuracy, and coordination of all surveys, designs, drawings, specifications, geotechnical, utility, and other services furnished by the Design-Build Firm under this Contract.

The Design-Build Firm shall provide a Contractor's Quality Management Plan (QMP), which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the Contract. In addition, the QMP shall establish a Quality Assurance (QA) program to confirm that the QC procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Builder, as part of their normal operation, or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within 15 working days of the written Notice to Proceed. A marked-up set of prints from the QC review shall be submitted with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the QC review, as well as the QA Manager shall sign a statement certifying that the review was conducted.

The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications, and/or other services.

No fabrication or construction activities will occur until all related design review and shop drawing review comments are resolved.

2. Construction:

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan. Design-Build Firm shall coordinate their QC program with the City's Construction Manager and submit for approval.

The City shall maintain its rights to inspect construction activities. The Design-Build Firm shall provide all documentation requested by the City to ensure quality products and services are being provided in accordance with the contract documents.

K. Liaison Officer:

The City and the Design-Build Firm will designate a Liaison Officer and a Project/Construction Manager who shall be the representative of their respective organizations for the project.



L. Computer Automation:

The Design-Build Firm will be required to submit final documents and files, which shall include complete Computer-Aided Design and Drafting (CADD) design and coordinate geometry files in electronic format.

M. Quality Control:

The Design-Build Firm shall be responsible for providing QC. Construction inspection will be provided by the City.

N. Testing:

The Design-Build Firm shall be responsible for all materials testing. The City or its representatives will not perform verification-testing services. However, the City reserves the right to perform inspections and testing for verification of compliance with the approved drawings and specifications.

O. Adjoining Construction Projects or Events:

The Design-Build Firm shall be responsible for coordinating construction activities with other construction projects or events that will be impacted or may be impacted by this project. This includes projects or events under the jurisdiction of the City.

2.7 Design and Construction Criteria:

A. General:

The Design-Build Firm shall be responsible for detailed plan checking as described in the RFP, and in the Design and Construction criteria. Before construction activities can begin, signed and sealed design plans and calculations supporting the design must be reviewed by the City and/or designee. Submittals shall be complete along with all the supporting information necessary for review. Upon approval by the City, the plans will be stamped "Released for Construction" and initialed and dated by the reviewer. Any construction initiated by the Design-Build Firm prior to receiving signed and sealed plans stamped "Released for Construction" shall be at the sole risk of the Design-Builder.

B. Utility Coordination:

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Builder's proposal. The Design-Build Firm shall notify the City in writing of any change in the identity of the Utility Coordination Manager.

The Design-Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the DCP and the requirements of the Contract documents.
2. Identifying all existing utilities and coordinating any new installations, if required. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Builder's plans.
3. Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.



4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed for completion of the Project work, if required. Reviewing, approving, signing, and coordinating the implementation of all Utility Work Schedules.
6. Resolving utility conflicts.
7. Obtaining and maintaining all appropriate Sunshine State One Call tickets.
8. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities, if required.
9. Providing periodic Project updates to the City's Project Manager as requested.
10. Coordination with the City on any issues that arise concerning reimbursement of utility work costs, if required.

The Design-Build Firm shall be responsible for all utility coordination efforts. These coordination efforts shall include, but are not limited to permitting, review, construction oversight, initiating, drafting, negotiating, and executing all necessary legal agreements, and administering utility coordination meetings and ensuring that all necessary permits are acquired.

C. Basis of Design and Work Plan

The Design Criteria Package (Attachment A), provides the construction work plan, which is generally described below and served as the basis of the Project permits and approvals.

1. Site Access

Access to the project work area will be generally along the waterfront of the marina as construction progresses. Other access considerations include street access for trucks and other equipment, avoidance of natural habitats, aboveground and belowground utilities, and structures along the marina waterfront.

2. Design Documentation, Computations and Quantities

The Design-Build Firm shall submit to the City design notes and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the City. At the project completion, a final set of design notes and computations, signed and sealed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.



The design calculations shall include, but not be limited to the following data:

- Design standards
- Design calculations
- Documentation of decisions
- Survey details

3. Survey Details

The DCP provides the surveys completed by the City to date that include Specific Purpose, topographic, hydrographic and marine resource survey data. The Design-Build Firm shall perform sufficient surveying to verify the information and data required for design and for completion of the permitting process.

The Design-Build Firm shall perform a Pre-Construction Survey with the use of video and still photography on the existing dock structures, utilities, and adjacent waterfront areas in accordance with FDOT Specification 108. Specifications for each property adjacent to the work areas, identifying the existing structural conditions of the property or any other improvement of such property may be affected by the work. No construction operations will be allowed until the Pre-Construction Survey is completed and submitted to the City.

Once the work activities are complete for a phase of the marina, the Design-Build Firm shall perform a Post-Construction Survey and compare with the Pre-Construction Survey identifying any new or additional damage to the property, or to any improvements on such property, as compared to the Pre-Construction Survey. Provide the City with a copy of the Post-Construction Survey and the Specialty Engineer's assessment indicating the presence of damage or no damage, and in the event of damage, the Specialty Engineer's assessment of whether the observed damage in relation to the Pre-Construction Survey is or is not the result of the Design-Build Firm's work.

Where no new or additional damage is identified in the Post- Construction Survey, the Design-Build Firm's Specialty Engineer shall, within 30 calendar days, certify no damage was caused by the work.

Where new or additional damage is identified in the Post-Construction Survey, the Design-Build Firm's Specialty Engineer shall, within 30 calendar days, determine if the damage could be reasonably attributable to the Design-Build Firm's work, and if such is the case, repair the damage within 30 days.

Furnish Post-Construction Survey and related certifications as described above to the City prior to the date of final acceptance per the Contract.

4. Reimbursement Reporting

The Design-Build Firm shall be responsible for the preparation, in collaboration with the City's Finance Department, of all reimbursement packages required by FEMA for all intents and purposes of appropriate reimbursements.



D. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the City and shall bear the stamp and signature of the Design-Builder's Engineer of Record (EOR), and Specialty Engineer, as appropriate.

The City will review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design-Builder. The City's procedural review of shop drawings would be to assure that the Design-Builder's EOR has approved and signed the drawing; the drawing has been independently reviewed and is in general conformance with the plans. The City's review would not be meant to be a complete and detailed review.

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

E. Sequence of Construction:

Construction activities shall not commence until the Pre-Construction Survey is completed and accepted by the City. The Design-Build Firm shall construct the work in a logical manner and with the following objectives:

- Minimize impact and disruption to existing marina customers.
- Maintain safe access to the public along the waterfront and access to occupied slips, as applicable, to marina customers
- A minimum of three phases of construction is anticipated, with closure of two (2) piers at a time. Construction of all trades with issuance of TCO would be completed so marina customers can reoccupy the wet slips to minimize the impact of loss of revenue to the City during construction.
- Minimize the impact to utilities
- Minimize closure durations with all required Maintenance of Traffic (MOT) along waterfront areas
- Minimize the overall time for construction

F. Hours of Operation

The construction activities may be undertaken from 8:00 a.m. to 5:00 p.m. Monday through Saturday, six (6) days per week, unless prior approval is provided by the City.

G. Stormwater Pollution Prevention Plans (SWPPP):

The Design-Build Firm shall prepare an erosion control plan that complies with the Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES) for any staging or access areas, if required.

H. Maintenance of Traffic (MOT):

MOT required to complete the project shall consist of lane closures, flagmen, and setting of traffic control equipment and signage for adjacent waterfront work areas and staging areas, as applicable. Temporary parking area and adjacent roadways shall be coordinated with the City Public Works Department as applicable and may also require Miami-Dade County/City of Miami approval. In addition, prior notification of



adjacent landowners shall occur. Closure plans shall be developed and submitted to the City and well in advance of anticipated closure dates.

I. Environmental Services/Permits:

The Design-Build Firm shall be responsible for preparing designs and proposing construction methods that are consistent with the existing permits.

J. Landscape Plans:

The Design-Build Firm shall relocate and/or restore existing landscaping impacted by the construction and replace same when work is completed.

K. Health and Safety:

The Design-Build Firm shall utilize a single dedicated person responsible for health and safety throughout the performance of the work to implement, monitor, and enforce the Site Safety Plan. This person shall be contractually referred to as the Health and Safety Manager and shall be identified in the Design-Builder's proposal. The Health and Safety Manager shall have no other duties. The Design-Build Firm shall notify the City in writing of any change in the identity of the Health and Safety Manager. The Health and Safety Manager shall be approved by the City.



SECTION 3

RFP GENERAL CONDITIONS

3.1 Acceptance/Rejection

The City reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the City, is in its best interest. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who does not have the capacity to perform the requirements defined in this RFP. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2 Legal Requirements

This RFP is subject to all applicable federal, state, county, City and local laws, codes, ordinances, rules, and regulations, the loan documents and the grant agreements, that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements. Proposer shall fully comply with all applicable federal, state, and local laws, rules and regulations, loan and grant requirements. The foregoing will be considered as part of the duties of performance of the Proposer under the Contract.

3.3. Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s), or Contract upon written notice to the Design-Builder, without any penalty or expense to the City. No guarantee, warranty, or representation is made that any particular work or any project(s) will be assigned to any firm(s).

3.4 Business Tax Receipt

Proposers shall meet the City's Business Tax Receipt ("BTR") requirements in accordance with Chapter 31, Article II of the City of Miami Code, as amended, and any required Miami-Dade County Business Tax Receipt ("County BTR"). Respondent(s) with a business location outside the City of Miami shall meet all applicable local BTR requirements. A copy of the BTR should be submitted with the Response. The City may, at its sole option, allow the Proposer to submit a copy of their BTR after the Response Submission Due Date.

3.5. Minimum Qualification Requirements

A. General Contractor

The City of Miami is seeking to procure a qualified and experienced Design-Build Team, as defined in §287.055 Florida Statutes, including a General Contractor (GC), or a marine contractor with a GC license, as the team's lead firm. In general, and subject to limited exceptions below, the General Contractor shall possess a minimum of **five (5) years** of experience in marine and/or overwater marina utility construction, and hold a current active certified license as a General Contractor under its current business name as authorized to do business in the State of Florida. The City will consider a Proposal from a Design-Build Firm as responsive where a Proposer has less than the stipulated minimum five (5) years of experience under its current business name where the majority of the Proposer's principals and/or officers have the minimum experience stipulated below, and shall have the relevant professional licenses and/or certifications as required of Key Personnel pursuant to the immediately following Subsection C, below. Proposer must



include documentation substantiating the above stated as part of its Response for the City to consider crediting the years of experience from the Proposer under its previous name.

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. The General Contractor must have a proven record of successfully completing projects consisting of the following components: marine demolition, marine construction, marine structural repairs (i.e. spalls, cracks, etc.), pile driving and associated dock construction, marina utilities (including state-of-the-art shore power distribution and pedestals, utility service installation, security/communication systems, marina fire protection, sewage pump-out, and marina plumbing), conducting marine construction in operating marinas while minimizing disruption to marina customers and conducting construction for public projects. The General Contractor must have a proven track record of coordination of the trades required for structural, mechanical, plumbing, and electrical work required for the marina rehabilitation.

Each Proposer interested in responding to this RFP shall provide information on the firm's qualifications and experience, qualifications of the project team, members, and staff on previous work of similar scope and complexity. For the City to consider a referenced project as complete, the Proposer shall provide documentation of completion. Copies of such documentation shall be provided for each project being submitted to demonstrate meeting the Minimum Requirements. See Section 4.0 "Instructions for Submitting a Proposal: Submission Requirements" for further direction. Proposals that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional submission qualifications may be stated in Section 4.0, "Instructions for Submitting a Proposal." Failure to include all documentation required above with the Response, will result in a determination of non-responsive.

As excerpted from Section 287.055, Florida Statutes:

"Design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of



the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A “design criteria professional” means a firm who holds a current certificate of registration under Chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

B. Lead Engineer/Design Manager Firm

The City of Miami is seeking to procure a qualified and experienced Design-Build Team, as defined in §287.055 Florida Statutes, including an engineering/design manager firm, as the team’s lead design firm. The Lead Engineer/Design Manager must be a licensed, registered, and practicing engineering firm authorized to conduct business in the State of Florida for the last five (5) years **under its current business name** (current business name means the actual official name on file with the State of Florida of the business entity or firm submitting the Proposal), as of Proposal Submission Due Date. The managing principal/s of the Lead Engineer/Design Manager must be registered engineer/s under Chapter 471, Florida Statutes, to practice engineering.

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. The Lead Engineer will act as the Design Manager, and will be considered the Design-Builder’s Engineer of Record for at least one of the required trades (i.e., structural, mechanical, plumbing or electrical).

C. Key Personnel

The Design-Builder’s work shall be directed and performed by Key Personnel identified in the Technical Proposal by the Design-Builder, and shall consist of the following list of individuals:

- Project Manager
- Construction Manager
- Structural Engineer
- Fire Protection Engineer
- Plumbing Engineer
- Electrical Engineer
- Special Inspector(s) – as required for each trade
- Quality Assurance/Quality Control (QA/QC) Manager
- Utility Coordination Manager



- Health and Safety Manager

Minimum Qualifications for the Key Personnel shall consist of the following:

- **Project Manager** shall have a minimum of five (5) years of experience (e.g., responsible for directing and coordinating all activities throughout the life of the project) for at least three (3) projects of similar scope and complexity (e.g., marina construction or redevelopment for marina facilities greater than 50 wet slips). The Project Manager is not expected to be on-site at all times.
- **Construction Manager** shall have a minimum of five (5) years of experience serving as a construction manager (e.g., responsible for the principal and lead person on-site planning, coordination, and control of the project, daily management of construction activities and personnel and administration of the construction contract) for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), preferably with municipal/county project experience. The Construction Manager is expected to be on-site a minimum of 60% of the time.
- **Structural Engineer** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of five (5) years of experience (e.g., responsible for creating drawings and specifications, performing calculations, reviewing the work of other engineers and observing construction activities) for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), preferably with municipal/county project experience. This requirement must be met prior to submission of a proposal in response to this RFP. In the event this Key Personnel met/exceeded the requirements noted above in another state(s), and have initiated the process to obtain the Florida P.E., the license from the other state(s) must be submitted at the time of submission of the proposal.
- **Fire Protection Engineer** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of five (5) years of experience (e.g., responsible for creating drawings and specifications, performing calculations, reviewing the work of other engineers and observing construction activities) for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), preferably with municipal/county project experience. This requirement must be met prior to submission of a proposal in response to this RFP. In the event this Key Personnel met/exceeded the requirements noted above in another state(s), and have initiated the process to obtain the Florida P.E., the license from the other state(s) must be submitted at the time of submission of the proposal.
- **Plumbing Engineer** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of five (5) years of experience (e.g., responsible for creating drawings and specifications, performing calculations, reviewing the work of other engineers and observing construction activities) for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), preferably with municipal/county project experience. This requirement must be met prior to submission of a proposal in response to this RFP. In the event this Key Personnel met/exceeded the requirements noted above in another state(s), and have initiated



the process to obtain the Florida P.E., the license from the other state(s) must be submitted at the time of submission of the proposal.

- **Electrical Engineer** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of five (5) years of experience (e.g., responsible for creating drawings and specifications, performing calculations, reviewing the work of other engineers and observing construction activities) for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), preferably with municipal/county project experience. This requirement must be met prior to submission of a proposal in response to this RFP. In the event this Key Personnel met/exceeded the requirements noted above in another state(s), and have initiated the process to obtain the Florida P.E., the license from the other state(s) must be submitted at the time of submission of the proposal.
- **Special Inspector(s)** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of five (5) years of experience (e.g., responsible for inspection of structural, mechanical, plumbing, and electrical trades) for overwater projects in accordance with Florida Building Code and City building permit requirements. Multiple inspectors may be required for each trade, depending on the engineer's qualifications/experience. Due to insurance requirements, the City building permit may require the Design-Build Firm to perform special inspections, on behalf of the City building department, for overwater construction. The Special Inspector will also be required to monitor pile driving, perform required materials testing (i.e. concrete cylinders, etc.) and perform required Quality Control/Quality Assurance inspection of materials, as applicable. Engineer(s) must have demonstrated project experience for at least three (3) projects of similar scope and complexity, preferably with marina and marina utility construction. This requirement must be met prior to submission of a proposal in response to this RFP. In the event this Key Personnel met/exceeded the requirements noted above in another state(s), and have initiated the process to obtain the Florida P.E., the license from the other state(s) must be submitted at the time of submission of the proposal.
- **Construction Quality Assurance/ Quality Control (QA/QC) Manager** shall have a minimum of five (5) years of experience (e.g., responsible for managing and performing the daily Quality Assurance/Quality Control to ensure the project is constructed in accordance with the established minimum standards serving as a QA/QC manager for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities), preferably with municipal/county project experience, and have a Construction Quality Management for Contractors certification.
- **Utility Coordination Manager** shall have a minimum of five (5) years of experience performing utility coordination in accordance with City, County, Florida Department of Transportation (FDOT), Miami-Dade County Water and Sewer Department (WASD), City of Miami Public Works, City of Miami Fire and Rescue Department, FPL, and communication services. Manager shall have experience with utility standards, policies, and procedures, knowledge of the City, County, FDOT, or other utility plans production process and utility coordination practices



and knowledge of City, County, FDOT, or other utility agreements, standards, policies, and procedures.

- **Health and Safety Manager** shall have a minimum of five (5) years of experience serving as a health and safety manager for at least three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities, preferably with municipal/county project experience) possess a current certification in cardiopulmonary resuscitation (CPR) and multimedia first aid (and attended refresher training within the past 12 months), knowledge of emergency preparedness techniques and considerations, including onsite accidents/exposure, procedures for medical emergencies and heat stress and cold stress prevention, symptomology, and treatment, specific familiarity with OSHA regulations for general industry (29 CFR 1910) and the construction industry (29 CFR 1926). OSHA 10-hour Construction Safety training preferred, experience in implementing the above-cited OSHA regulations as a designated Health and Safety Manager, experience working on marine construction sites, experience with the types of activities that will be conducted at the Site.

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel shall not be changed. Respondents shall not change any member of their Key Personnel without just cause **and** must obtain prior written approval by the City's Project Manager. The City reserves the right to request additional documentation as required by the RFP. If the City does not accept the proposed change, the Response will be rejected and not considered for award.

All references required above, and offered by the Design-Build Firm to attest to its own previous project experience, as well as that of its sub-consultants/sub-contractors, must be included in the Design-Builder's Proposal. Reference forms will not be unlocked, and must be filled out either in handwritten form or typed manually, and signed in original by the project's Owner. Failure to submit the reference forms will result in the Proposal being deemed non-responsive.

D. Field Personnel

The Design-Builder's field personnel, including applicable Key Personnel, shall have completed 40-Hour HAZWOPER OSHA Training (OSHA 29 CFR 1910.120(e)(4) and possess a current certification.

3.6 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Response, cancellation of the Contract (if awarded) and may result in Proposer's debarment.



3.7. Resolution of Protests

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest subject to final approval by the City Commission. Proposers are directed to Section 18-103 through 107 of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code) describing the protest procedures. Protests failing to meet the filing requirements shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS TO THIS REQUIREMENT.**

3.8 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one that meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

3.9. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.10. Clarifications

The City reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

3.11. Audit Rights and Records Retention

The Successful Proposer agree to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFP, the contract, the loan reimbursement and grant reimbursement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for five (5) years after the City makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Contract (if awarded) by the City. The Audit and Inspection provisions set forth in Sections 18-100 to 18-102 of the City Code are deemed as being incorporated by reference herein as supplemental terms.

3.12. Proposal Bond Forfeited/Liquidated Damages

The Proposal Bond is conditioned upon the Successful Proposer submitting the specified Payment and Performance Bond upon award. Failure to execute the Contract and submit the Payment and Performance Bond when required, shall be just cause for the annulment of the award and the forfeiture of the Proposal Bond, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained by the City in having to re-issue this RFP.



3.13. Public Records

Design-Build Firm/consultant/provider shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records."

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE PROPOSER MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

3.14. Conflict of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City.

Further, Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer firm.

3.15. Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not a) submit a response on a contract to provide goods or services to a public entity; b) may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and d) may not transact business with any public entity.

3.16. Non-discrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

3.17. Conflict Of Interest, and Unethical Business Practice Prohibitions

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

3.18. Community Business Enterprise Requirements

The City Manager or designee has made a written finding that deems the requirements of the Community Business Enterprise requirements set forth in Section 18-87(p), City Code, are not applicable to this Request for Proposals due to unique nature of the highly specialized work being required. The city manager or designee deems the requirements unfeasible prior to issuance of the competitive selection document in which case the requirements of this section will be stated as not being applicable in the competitive selection document; unfeasible prior to issuance of the



competitive selection document in which case the requirements of this section will be stated as not being applicable in the competitive selection document; Please be advised that due to the foregoing determination this RFP has no Community Business Enterprise ("CBE") participation requirements.

3.19 Local Workforce Participation Requirements

The City Manager or designee has made a written finding that Local Workforce Participation requirements set forth in Section 18-89(f), City Code, are not feasible for this RFP due to the unique nature of the highly specialized work being required. Please be advised that due to the foregoing determination this RFP has no Local Workforce Participation requirements.

3.20. Additional Terms and Conditions

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Respondent's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this.



SECTION 4

INSTRUCTIONS FOR SUBMITTING A RESPONSE

Submit the following information and documents with Proposer's Response to this RFP. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

4.1. Submission Requirements

Each Proposal (Step 1 and Step 2) must contain the documents and forms required by Sections 4.1.A and 4.1.B, as appropriate, each fully completed, and signed as required. Proposers shall prepare their Proposals utilizing the same format outlined below in Section 4.1.C. A tabbed divider identifying the corresponding section number shall separate each section of the Proposal as stipulated in 4.1.C. Proposers are not to submit any information in response to this RFP that has not been requested, or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee. Page limitations may be established for each City Form as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee. The font size and type for City Forms are set and cannot be changed. Proposer shall use the font style Times New Roman or Arial, with a font size of 11 or 12, with normal margins and spacing, for any other information or documents being submitted.

The original Proposal document package must not be bound; however, spiral binding and binder clips are acceptable for the submission of the document copies. **One (1) unbound original and six (6) copies in digital format (on CD-ROM or USB in .pdf file format)** of the complete Step 1 (qualifications and experience only, from all interested Proposers) must be received by the Submission Due Date specified in this RFP. **One (1) unbound original and six (6) copies in digital format (on CD-ROM or USB in .pdf file format)** of the complete Step 2 (Technical and Price Proposals for Base and Additive Alternatives) must be received from teams shortlisted for oral presentations on a date to be determined at the appropriate time, and notified accordingly. The Price Proposal (Base and Additive Alternatives) **must** be submitted in a separate sealed envelope or package (refer to Section 1.2). Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double-sided printing is permitted, provided that the Proposal complies with the format set forth in Sections 4.A and 4.C.

Do not include additional information not requested in this RFP, unless specified in the form of an Addendum. This RFP requires the use and submission of specific City forms. These City forms shall not be expanded or altered. Additional pages may be added, unless the form specifically states that pages cannot be added. If applicable, additional pages must be labeled with the solicitation number and as a continuation of the City form(s). Failure to utilize the City Forms will result in the rejection of the Proposal as non-responsive.



STEP 1 PROPOSAL (Open to all interested Proposers)

The content and form of the Step 1 Proposal (Qualifications and Experience, only) should present a clear, comprehensive, and well-documented representation of the Proposer and the design-build team's qualifications and experience. The Proposer's Step 1 Proposal must demonstrate how the Design-Build team is qualified to meet or exceed the evaluation criteria described in Section 5(B), and how the team's past performance on similar projects may provide an understanding of how the Proposer is best suited to meet the challenges of the scope of work, as described in **Section 2.0 RFP Scope of Services**.

The Step 1 Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the required minimum qualifications and experience. The Step 1 Proposal will be assigned a maximum of four hundred (400) points by each Evaluation Committee member.

STEP 2 PROPOSAL (Open to Shortlisted Proposers, only)

The content and form of the Step 2 Proposal (Technical Proposal + Price Proposal) should present a clear, comprehensive, and well-documented representation, understanding, and commitment of how the Proposer intends to implement and fulfill all line items listed in **Section 2.0 RFP Scope of Services** and the requirements of the Contract. It should also show clearly how the Proposer intends to administer, coordinate, and complete all requirements of the design-build Project with special emphasis on design quality control and construction quality assurance.

The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals. The Technical Proposal and the Price Proposal will be assigned a maximum of three hundred (300) points individually by each Evaluation Committee member, for a total maximum score of six hundred (600) points.

Innovative Approach

Proposers should clearly understand the City's goals to restore the marina to operating condition as outlined in the Industry Day Presentation. The DCP outlines the "replacement-in-kind" approach in conjunction with required building code upgrades for the various construction trades. The City will be requesting reimbursement from funding sources including but not limited to, insurance and FEMA.

Alternates are included in the line items of the bid forms that will improve the resiliency of the marina and utilities to future storms in accordance with FEMA guidelines for "mitigation."

However, the City will consider innovative approaches that can reduce the time, cost, or other benefits or reduce the risk to the City. Innovative approaches should be limited to the Design-Build Firm's means and methods, approach to the Project, etc.

A Proposer shall propose on the "base" proposal consistent with the DCP and the bid form, as well as on the Additive Alternatives 1 through 3.

A. PROPOSAL FORMAT

Required RFP forms for Section A - Articles 2-10 are available on the OCI website at: http://www.miamigov.com/capitalimprovements/pages/ProcurementOpportunities/ProjectPages/RFP_Forms.asp.



STEP 1 - Qualifications of the Design-Build Team (Open to all Proposers)

Table of Contents

1. Proposal Cover Letter (Form RFP-PCL, maximum 1 page)

Proposer shall complete and submit Form RFP-PL for this section of the Response.

2. Proposal Narrative (Form RFP-PN, maximum 2 pages)

Narrative is to explain the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project. Proposer shall use RFP-N.

3. Qualifications of the Proposer (Form RFP-QP)

Proposer shall complete and submit Form RFP-QP for this section of its Proposal. The Proposer shall be licensed, registered, and a practicing General Contractor or Marine Contractor, authorized to conduct business in the State of Florida for the last five (5) years **under its current business name** (current business name means the actual official name on file with the State of Florida of the business entity or firm submitting the Proposal), as of Proposal Submission Due Date. Licenses, certificates of authorization, and any other pertinent information shall be submitted which demonstrates the Proposer's ability to satisfy all of the minimum qualification requirements identified in Section 3.5, "Minimum Qualification Requirements." Proposers must disclose, in detail, any and all judgments, suits, claims, arbitrations, and back charges asserted or awarded against the Proposer or any proposed Sub-Consultant/Sub-Contractor in the past seven (7) years where the threshold exceeded one hundred thousand dollars (\$100,000). Proposals that do not contain such documentation may be deemed non-responsive. No company brochures are to be included as part of the Proposal (1 form – 3 pages maximum).

4. Experience of the Proposer (Form RFP-EP)

Proposer shall complete and submit Form RFP-EP for this section of its Proposal to provide a comprehensive summary of the Proposer's experience and qualifications in providing services of equal or greater scope, size, and complexity that best represent its ability to complete the Project. The Proposer **MUST** have served as General Contractor or Marine Contractor and have the minimum experience required in Section 3.5, "Minimum Qualification Requirements," above. Proposers shall submit referenced projects including: client name, address, phone number, description of work, the year the project was commenced and completed, total construction cost, the number of full time personnel assigned to the project, and the total value of the project in terms of the entire cost, including design. **Failure to submit the three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities within the past eight (8) years, shall result in a non-responsive determination for the Proposal.**

5. Qualifications of the Lead Engineer/Design Manager (Form RFP-QLE)

Proposer shall complete and submit Form RFP-QLE for this section of its Proposal. The Lead Engineer/Design Manager shall be a licensed, registered, and practicing engineering firm authorized to conduct business in the State of Florida for the last five (5) years **under its current business name** (current business name means the actual official name on file with the State of Florida of the business entity), as of Proposal Submission Due Date. Licenses, certificates of authorization, and any other pertinent information shall be submitted which demonstrates the Lead Engineer/Design



Manager's ability to satisfy all of the minimum qualification requirements identified in Section 3.5, "Minimum Qualification Requirements."

6. Experience of the Lead Engineer/Design Manager (Form RFP-ELE)

Proposer shall complete and submit Form RFP-ELE for this section of its Proposal to provide a comprehensive summary of the Lead Engineer/Design Manager's experience and qualifications in providing services of equal or greater scope, size, and complexity that best represent its ability to complete the design portion of the Project. The Lead Engineer/Design Manager **MUST** have the minimum experience required in Section 3.5, "Minimum Qualification Requirements," above. Lead Engineer/Design Manager shall submit referenced projects including: client name, address, phone number, description of work, the year the project was commenced and completed, total design fees paid, the number of full time personnel assigned to the project, and the total value of the project in terms of the entire cost. **Failure to submit the three (3) projects of similar scope and complexity (e.g., marine structures, marina improvements/repairs, and marina (overwater) utilities, within the past eight (8) years, shall result in a non-responsive determination for the Proposal.**

7. Qualifications of Key Personnel (Forms as Shown Below)

Proposers shall complete and submit a resume for each position shown below, which reflects their relevant expertise and experience (**Maximum 1 page per individual**). In addition, **Proposers shall submit three (3) completed projects for each Key Personnel**, in order to demonstrate that the individuals listed below meet the minimum experience and qualification requirements identified in Section 3.5, "Minimum Qualification Requirements," above. Information provided on these forms shall support the projects/experience included in the Key Personnel resumes:

- Form RFP-EPM for the Project Manager;
- Form RFP-ECM for the Construction Manager;
- Form RFP-ESE for the Structural Engineer;
- Form RFP-EFPE for the Fire Protection Engineer;
- Form RFP-EPLE for the Plumbing Engineer;
- Form RFP-EELE for the Electrical Engineer
- Form RFP-ESI for the Special Inspector;
- Form RFP-EQC for the Quality Assurance/Quality Control Manager;
- Form RFP-EUC for the Utility Coordination Manager; and
- Form RFP-EHSM for the Health and Safety Manager

If additional space is necessary, Proposers may use a separate page and shall identify the applicable form appropriately. Where the City does not provide specific forms to be utilized, the Proposer shall provide the information in a format acceptable to the City.

8. List of Similar Projects

Provide a listing of where Key Personnel have worked together previously on projects of a similar scope and complexity. Identify the Key Personnel who worked together. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another firm. Provide the



project description(s), a brief description of the scope, and the final cost of the Project **(Maximum 1 page for this listing)**.

9. List of Governmental Projects

Provide a listing of governmental projects requiring funding and reporting compliance (e.g., grants, loans, etc.) **(Maximum 1 page for this listing)**.

10. Proposer's Organizational Chart

Organization chart of the Project Team indicating Key Personnel and their relationship(s).

11. Form C-1 List of Subconsultants/Subcontractors

12. Insurance Capability Letter

13. Letter from Bonding Surety

14. Joint Venture Form (if applicable)

15. Acknowledgement of Addenda, Reference Documents, and Proposer Information Forms (Section 6.0) and Attachments

- Signed Addenda
- RFP Information Forms
- Certificate of Authority
- Debarment and Suspension Forms, Acknowledgement of Reference Documents, Exhibits and Attachments

Note: OSHA HAZWOPER 40 hour Course training (that meets 29 CFR 1910.120) is a requirement if the project, and as such, proof of completion for both the 40-hour training and any subsequent annual 8-hour refresher training is required.

STEP 2 – Technical Proposal of the Design-Build Team (Open to Shortlisted Teams)

ENVELOPE 1

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1. Design and Construction Approach and Process

Proposer shall complete and submit Form RFP-DCAP for this section of its Response. Proposers shall demonstrate how the project will be implemented with requirements pursuant to the intended Design-Build Contract. The Proposers shall demonstrate knowledge of the project objectives/goals and existing field conditions, identify potential design and construction/build issues, and present a comprehensive plan for completing the specified work established in Section 2.0 RFP Scope of Services. The Response should demonstrate efficient use of manpower, materials, equipment, design methodology, construction methodology, and techniques for completing the project efficiently within the constraints outlined in Section 2.0 - RFP Scope of Services and the attached Contract.



2. Technical Capabilities and Methodology

Proposer shall complete and submit Form RFP-T for this section of its Response. Provide a comprehensive explanation of the Project Team's technical capabilities in the following areas and how they specifically apply to and will be utilized for this Project:

- **Value Engineering** - Describe approach to reducing overall project costs and minimizing project schedule used in determining the Proposer's Price Proposal. Describe the operational, material quality, technical and/or cost benefit to incorporating value-engineered items.
- **Quality Control and Quality Assurance** - (Design and Construction): Document the policies and procedures for quality control and assurance as it specifically relates to Section 2.0 RFP Scope of Services. Describe other management procedures to ensure that the design and construction complies with City of Miami standards, permitting agency requirements, profession/industry standards, and any other pertinent requirements.
- **Coordination** - Address processes for assuring proper coordination, including MOT, pedestrian and marina customer safety, is maintained at all times during the Project. At a minimum, the coordination plan shall include coordination with the following:
 - ❖ City of Miami Office of Capital Improvements
 - ❖ City of Miami DREAM (marina management)
 - ❖ DERM
 - ❖ FDEP
 - ❖ USACE
 - ❖ Utility Owners including, but not limited to, FPL and Miami-Dade County WASD
 - ❖ Sub-consultants/Sub-contractors/Suppliers
 - ❖ Adjacent Property Owners and projects
 - ❖ Others

3. Project Schedule

The Proposer shall demonstrate adequacy of their proposed project schedule. Identify the "Critical Path" and any "Long Lead Time" items. The schedule shall reflect 14 days for each City review, and must fit on an 8 1/2" X 14" page.

Based on the proposed project schedule, the Proposer shall provide a project spend down curve. The spend down curve shall fit on an 8 1/2" X 14" page.

4. Professional Licenses

5. State of Florida Corporate Certificate/s

6. Business Tax Receipt/s



ENVELOPE 2 (Separate from Technical Proposal)

1. **Price Proposal Form** (shall be submitted in a separate sealed envelope or package; refer to Section 2B above for submission of Price Proposal)

1.1 Submission of Price Proposal

The Price Proposal shall be submitted in a **separate sealed envelope** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Form. The Price Proposal shall consist of line item costs for design and construction of the project described in Section 2.0 - RFP Scope of Services, supported by separate costs for design and construction.

The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the design-build Project, including but not limited to design, plans approval, permitting, construction, certification, close-out and start-up of the Project. The Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Price Proposals are submitted for the purposes of determining the Successful Proposer and establish the maximum potential value of the Contract to be awarded by the City. The City, at its sole discretion, may conduct further negotiations to determine the final value of the Contract to be awarded and may request a detailed proposed schedule of values based on the Price Proposal.

Price Proposals shall be submitted in separate sealed envelopes or containers from the Base Proposal and the Additive Alternatives Proposal. Envelopes must be clearly marked to identify each Proposal.

1.2 Proposal Errors

Where Price Proposal Forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the written unit price as shown on the Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

1.3 Cost and Pricing Data

The City may require the successful Proposer to provide, for itself, Subconsultant(s), and Subcontractor(s), any or all of the following documentation to support the Price Proposal as a condition precedent to execution of a Contract.

- Current audited financial statement(s) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.



- Raw labor rates by labor or professional classification certified as accurate by an officer of the company.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Scope of work and fee proposal from each Subcontractor supporting the above summary, on Subcontractor's letterhead. The Scope of Work for each Subcontractor must support the Scope of Work of the Contract.
- Updated information reflecting information resulting from negotiation of the Contract.
- Copy of current Florida Department of Transportation (Notice of Qualification).

1.4 **Evaluation of Price Proposal**

The Price Proposal submission will be assigned a maximum of three hundred (300) points by each Evaluation Committee member. The Price Proposal will be evaluated in the following manner:

- a. The responsive Proposal with the lowest total Price Proposal will be given the full weight as identified above.
- b. Every other Response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price. See both examples below:

Example 1: Price Score = (Lowest Price Proposed) / (Proposer's Proposed Price) X (Total Points for Price)

Example 2: (\$250,000 [lowest price proposed]) / (\$320,000 [other Proposer's proposed price]) X (300 [total points for price]) = **234.38 - Price Score** out of a maximum 300 points.

Failure of the Proposer to provide all of the required pricing detail may be cause for rejection of the Proposal as non-responsive, or Price Proposal not evaluated, resulting in zero ("0") points.

2. **Price Proposal Bond** (shall be submitted in the same envelope or package containing the Price Proposal Form.)

B. RESPONSE SUBMISSION FORMAT

Technical Proposals shall be prepared and submitted in the following format and in the stated order. **Failure to comply with this format may result in the Response being determined non-responsive.**

STEP 1 - Qualifications of the Design-Build Team (Open to all Proposers)

Table of Contents

1. RFP-PCL – Proposal Cover Letter
2. RFP-PN – Proposal Narrative
3. RFP-QP – Qualifications of Proposer



4. RFP-EP – Experience of Proposer
5. RFP-QLE – Qualifications of Lead Engineer/Design Manager
6. RFP-ELE – Experience of Lead Engineer/Design Manager
7. RFP-EKP – Experience of Team’s Key Personnel (plus Resumes showing qualifications)
 - Project Manager
 - Construction Manager
 - Structural Engineer
 - Fire Protection Engineer
 - Plumbing Engineer
 - Electrical Engineer
 - Special Inspector(s) – as required for each trade
 - Quality Assurance/Quality Control (QA/QC) Manager
 - Utility Coordination Manager
 - Health and Safety Manager
8. List of similar projects where Key Personnel have worked together previously
9. Listing of governmental projects requiring funding and reporting compliance (e.g., grants, loans, etc.)
10. Proposer’s Organizational Chart
11. Form C-1 - List of Subconsultants/Subcontractors
12. Insurance Capability Letter
13. Letter from Bonding Surety
14. Joint Venture Form (if applicable)
15. Acknowledgement of Addenda and Proposer Information Forms (Section 6.0)

STEP 2 – Technical Proposal of the Design-Build Team (Open to Shortlisted Teams)

ENVELOPE 1

Table of Contents

1. RFP-DCAP – Design and Construction Approach and Process
2. RFP-TCM – Technical Capabilities and Methodology
3. Project Schedule
4. Professional Licenses
5. State of Florida Corporate Certificate
6. Business Tax Receipt(s)

ENVELOPE 2

1. Price Proposal Form shall be submitted in a separate sealed envelope or package (Refer to Section 2B above for submission of Price Proposal)
2. Price Proposal Bond shall be submitted in the same envelope or package containing the Price Proposal Form.



On November 29, 2018, by 3:00 p.m., one (1) unbound original and six (6) copies in digital format (on CD-ROM or USB in .pdf file format) of the complete Step 1 Proposal (qualifications and experience only, from all interested Proposers) must be timely delivered to:

Mr. Todd Hannon, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive, First Floor
Miami, Florida 33133

Responses must be **clearly marked on the outside of the package(s)** referencing:

RFP No. 18-19-005

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

Responses received at any other location than the aforementioned or after the Response Submission Date and Time shall be deemed non-responsive and shall not be considered. Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses are to remain valid **for at least 180 days**. Upon award of a Contract, the contents of the Response of the Successful Proposer(s) may be included as part of the Contract, at the City's discretion.

After Step 1 is completed, and at the discretion of the Evaluation Committee, shortlisted Proposers will be invited to submit a complete Step 2 Proposal, inclusive of a Technical Proposal and a Price Proposal (Base Proposal plus Additive Alternatives 1 thru 8). **Shortlisted Proposers must submit their Price Proposal in a separate envelope. A Price proposal must be submitted for each proposal submitted (Base Proposal plus Additive Alternatives).**

C. SUBMITTAL GUIDELINES

a. General

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP. Sub-consultants or Sub-Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership, corporation, or joint venture that submits a Response may not be a Sub-consultant on another Response submitted under this RFP.

Joint venture firms must complete and submit with their Response the form titled "Information for Determining Joint Venture Eligibility" and submit a signed copy of the formal agreement between all joint-venture parties. This joint venture agreement must indicate their respective roles, responsibilities, and levels of participation for the Project. Failure to timely submit the joint venture form, along with an attached written, signed copy of the joint venture agreement may result in disqualification of your Response.

Respondent must clearly reflect in its Response any Sub-Consultants proposed to be used, and provide for the Sub-Consultant the same information required of the Respondent. The City retains the right to accept or reject any proposed Sub-Consultants.



Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

It is the policy of the City that the Successful Proposers register as a Bidder/Vendor indicating the commodities/services, which the Proposer can regularly supply to the City. Should the Successful Proposer not be currently listed on the City’s Proposer/bidder’s list, they may register via the internet at:

<http://www.miamigov.com/Procurement/pages/SupplierCorner/default.asp>.

For any questions, contact the Department of Procurement at (305) 416-1902 or via email at FPonassi@miamigov.com. Proposers shall be registered as a Bidder/Vendor prior to submitting its Response. It is the sole responsibility of the Proposer(s) to insure that they are properly registered with the City.



SECTION 5 EVALUATION/SELECTION PROCESS

A. EVALUATION PROCEDURES AND CONTRACT AWARD

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Step 1 Responses (Qualifications and Experience of the Design-Build Team).
3. Preliminary review of each Step 1 Proposal by Procurement staff and the Design Criteria Professional for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents. Proposals may be found responsive or non-responsive upon completion of preliminary review.
4. Review and due diligence on each Step 1 Proposal performed by Procurement Staff, for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents. Proposals shall be found responsive or non-responsive upon completion of the review and due diligence efforts.
5. The Committee, appointed by the City Manager, is comprised of appropriate City staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge. The Evaluation Committee (Committee) shall meet to evaluate each responsive Step 1 Proposal (Qualifications and Experience of the Design-Build Team) in accordance with the requirements of the RFP, and based upon the evaluation criteria specified herein.
6. Upon completion of the Committee's evaluation of each responsive Technical Proposal, and provided that more than three (3) responsive Proposals were received, the three top ranked Proposers, at a minimum, will be requested to make oral presentations to the Committee as part of the evaluation process. The Committee may invite only the shortlisted firms to make a presentation. The presentation will be scheduled at the convenience of the Committee, and shall be recorded.
7. Shortlisted Proposers, as applicable, will be invited to submit Step 2 Responses (Technical Proposal and Price Proposal).
8. Opening of Step 2 Responses (Technical Base Proposal and Additive Alternatives Proposals), and listing of all Responses received.
9. Preliminary review of each Technical Proposal (Base Proposal and Additive Alternatives) by Procurement staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents. Proposals may be found responsive or non-responsive upon completion of preliminary review.
10. Initial review of each Technical Proposal by Design Criteria Professional, who will prepare a report for the Committee. This report will be used in conjunction with the written Technical Proposal at time of review by the Committee.



11. Review and due diligence on each Step 2 Proposal performed by Procurement Staff, to confirm that the Proposer's Team is qualified to render the required services in accordance with the requirements of the RFP.
12. The Committee shall meet to evaluate, score, and rank each responsive Technical Proposal (Base Proposal and Additive Alternatives) in accordance with the requirements of the RFP, and based upon the evaluation criteria specified herein.
13. Subsequent to completing oral presentations, the sealed Price Proposal envelopes will be opened by Procurement staff at the Committee meeting.
14. Procurement staff will calculate the score for each Price Proposal remaining in consideration, in accordance with the methodology stated in Section 4. Technical Scores, in addition to the Price Scores, will be tallied for each Proposal, and the composite scores will be given to the Committee.
15. The Committee reserves the right to rank the Proposals, and will forward its recommendation of the highest ranked, responsive, and responsible Proposer to the City Manager, inclusive of the ranking of all Proposals, requesting the authorization to negotiate. No Proposer shall have any rights against the City arising from such negotiations.
16. After considering the recommendation of the Committee, the City Manager reserves the right to reject the Committee's recommendations to negotiate, and instruct the Committee to re-evaluate and make another recommendation, provide additional information as to the ranking of the Proposals, or reject all Proposals and cancel or re-issue the solicitation. No Proposer shall have any rights against the City arising from such termination thereof.
17. If the City Manager accepts the Committee's recommendations to negotiate, Procurement and a Negotiation Committee composed by three (3) members of the Evaluation Committee will negotiate the final contract with the Successful Proposer. Upon successful negotiation of a Contract, Procurement will submit a recommendation to award a contract to the City Manager. The City Manager will then submit his or her award recommendation and negotiated contract to the City Commission for approval. Written notice shall be provided to all Proposers.
18. In the event that Procurement is unable to successfully negotiate a Contract with the top ranked Proposer, Procurement will recommend to the City Manager that such negotiations be terminated, and that Procurement and the Negotiation Committee enter into negotiations with the next highest ranked Proposer, and so forth, until a Contract is negotiated.
19. If the City Manager accepts the award recommendation, the City Manager's recommendation for award of the contract will be posted, in rank order, on the OCI webpage:
<http://www.miamigov.com/CapitalImprovements/pages/ProcurementOpportunities/Default.asp>
20. After reviewing the City Manager's recommendation, the City Commission may:
 - a) Approve the City Manager's recommendation and negotiated contract(s);
 - b) Reject the contract and all Proposals;



- c) Reject all Proposals and instruct the City Manager to enter into competitive negotiations with at least three firms possessing the ability to perform such services, and obtain information from said firms relating to experience, qualifications, and the proposed price for said services; and/or
- d) Re-solicit new proposals for the services, and make a recommendation to the City Commission.

The decision of the City Commission shall be final. Written notice of the award shall be given to the Successful Proposer.

B. EVALUATION CRITERIA

Review of Responses for Responsiveness:

Each Proposal (Base Proposal and Additive Alternatives) will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

Evaluation Criteria:

Responses will be evaluated and ranked by an Evaluation Selection Committee (Committee) based on the criteria listed below. The five (5) member Committee will be comprised of appropriate City personnel and members of the community as deemed necessary, with the appropriate experience and or knowledge, striving to ensure that the Committee is balanced. The criteria are itemized with their respective weights for a maximum of one thousand (1,000) points per Committee member.

<u>Criteria Step 1</u>		<u>Points</u>
1	Qualifications and Experience of the Team	100
2	Proposer's Qualifications and Experience	100
3	Qualifications of Project Manager and Construction Manager	100
4	Past Performance of the Firms	100
Subtotal Maximum Step 1 Points		400
<u>Criteria Step 2</u>		
1	Design & Construction Approach and Process	100
2	Contract and Financial Compliance	100
3	Technical Capabilities	100
8	Price	300
Subtotal Maximum Step 2 Points		600
Total Maximum Points		1,000



SECTION 6
RFP RESPONSE FORMS

6.1. RFP INFORMATION FORM

RFP NO. 18-19-005

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting an RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature



**6.1.a - CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

_____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation, be and is hereby authorized to execute the Response dated, _____, 20____, to the City of Miami and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



**6.1.b - CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Response dated, _____ 20____, to the City of Miami and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



**6.1.c - CERTIFICATE OF AUTHORITY
(IF JOINT-VENTURE)**

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Response dated, _____ 20____, to the City of Miami official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR MAY DISQUALIFY YOUR RESPONSE



**6.1.d - CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)**

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

organized and existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Limited
Liability Corporation be and is hereby authorized to execute the Response dated, _____
20____, to the City of Miami official act and deed of this Limited Liability Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



**6.1.e - CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____

(Name of Individual)

_____ and as a d/b/a (doing business as) _____

(if applicable)

_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, _____, 20____, to the City of Miami as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



6.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of City contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor or Design-Build Firm from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state, or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).



Company Name: _____

Signature: _____

Date: _____



***ADDITIONALLY, THIS FORM IS REQUIRED OF ALL SUB CONSULTANTS LISTED ON THE RESPONDENT'S TEAM AND FORMS SIGNED BY A REPRESENTATIVE OF EACH FIRM SHALL BE SUBMITTED WITH THE RESPONDENTS' RFP PACKAGE.**



The selected firm is required by State and/or Federal law to make representations and certifications listed in **Section 2.0 – RFP Scope of Services** (“Exhibit A”) as part of the Proposal and Contract upon award. It is understood by the firm that the representations and certifications made herein are a part of the Contract and that, in addition to all other remedies provided by law, a false or fraudulent representation or certifications shall be a breach of Contract. The firm certifies by completing and signing below, that he or she has read **Section 2.0 – RFP Scope of Services** and the certified signature constitutes an endorsement and execution of each representation and certification as though each was individually signed. Please print the following and sign your name:

Firm’s Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

FAILURE TO PROPERLY EXECUTE THESE REPRESENTATIONS AND CERTIFICATIONS MAY RESULT IN THE FIRM’S PROPOSAL BEING REJECTED.



RFP RESPONSE FORMS
RFP NO. 18-19-005

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting an RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. I certify that I have accepted, evaluated, and included as part of this RFP, all documents, forms, and attachments. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

**FAILURE TO PROPERLY EXECUTE THESE REPRESENTATIONS AND CERTIFICATIONS MAY RESULT IN
THE FIRM'S PROPOSAL BEING REJECTED.**



STATE OF FLORIDA)
) SS
 COUNTY OF MIAMI-DADE)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Certificate of Compliance with Ordinance 13331 on behalf of Proposer Firm named therein in favor of the City.

Subscribed and Sworn to before me this ____ day of _____, 20____.

My commission expires: _____
 Notary Public, State of Florida at Large

Bonded by _____



Information for Determining Joint Venture Eligibility

If the Respondent is submitting as a joint venture, please be advised that this form (2 pages) **MUST** be completed and the REQUESTED written joint-venture agreement **MUST** be attached and submitted with this form. All **MUST** requirements are mandatory. Failure to comply will result in disqualification of the Proposal as non-responsive.

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms that comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture:

6. Provide a copy of the joint venture's written contractual agreement.

7. Control of and participation in this Agreement. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____

(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

NOTE: If, after filing this form and before the completion of the joint venture's work on the Subject Contract, there is any significant change in the information submitted, the Joint Venture must inform the City in writing.



AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete, and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venturer relevant to the joint venture, by authorized representatives of the City. Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____