



## CITY OF MIAMI

### ADDENDUM NO. 1

March 14, 2017

### INVITATION TO BID NO. ("ITB"): 16-17-022

### DOWNTOWN MIAMI BICYCLE AND PEDESTRIAN MOBILITY IMPROVEMENTS

TO: ALL PROSPECTIVE BIDDERS:

The following changes, additions, clarifications, and/or deletions amend the above-captioned Invitation To Bid and shall become an integral part of the Bid submitted and the Contract to be executed for **Downtown Miami Bicycle and Pedestrian Mobility Improvements – ITB No.: 16-17-022** (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.

#### A. The following are the inquiries received and the corresponding responses:

- Q1. What is the estimated budget for this Project?  
A1. The estimated budget for this Project is \$288,000.00, including all soft and hard costs.
- Q2. Are there any union worker requirements for this Project?  
A2. No. There are no union worker requirements with respect to the work for this Project.
- Q3. Has a start date been set for the Project?  
A3. No. The construction start date will be determined after the Florida Department of Transportation issues the required Notice to Proceed to the City of Miami.

#### B. Additional Information:

- Exhibit 1 – Revised Line Item Bid Form for the Downtown Miami Bicycle and Pedestrian Mobility Improvements Project.
- Provision **24. Subcontractors** on page 30 of the Contract Document is hereby deleted and replaced in its entirety with the following (added text in red):

#### **24. Subcontractors**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the City. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute. Failure

to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor shall not employ any Subcontractor against whom City and or Program Manager may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

Contractor shall utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) shall be subject to the prior written approval of the Project Manager. With the submission of its pay application, the Contractor must identify the number of personnel they and the Subcontractor(s) are using who are working under H2B visas. Third tier subcontracting is only permitted with the prior written approval of the Project Manager.

Contractor hereby agrees that Exhibit 1273 FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts, found on page 205, shall be attached to and incorporated within any and all agreements with Subcontractors. Subcontractors must also comply with FHWA-1273 Contract Provisions for Federal-Aid Construction Contracts specified in Section V – Contract Work Hours and Safety Standards Act and Section VI – Subletting or Assigning the Contract.

3. The federal funding for this Project does not allow use of proprietary materials. Accordingly, the following changes are hereby incorporated into the Construction Plans for the Project:
  - G-004 – Any sentence or call-outs with the wording “...by Franklin Steel or Equal” is hereby deleted;
  - C-001 through C-004 – Any sentence or call-outs with the wording “...and three way bracket” are hereby deleted and replaced with “...and 3-Way Pedestrian Signal Head”;
  - C-001 through C-002 – Any sentence or description with the wording “Pelco Products Inc. Model No. SP-1015-FL and SP-1016 or approved equal” is hereby deleted;
  - C-007 - Item # 659: the Item Description is hereby deleted and replaced with “3-WAY PEDESTRIAN SIGNAL HEAD”.
4. Composite Exhibit 2 – Construction Plans’ sheets G-004, C-001, C-002, C-003, C-004 and C-007 are hereby revised in accordance with Additional Information Item 3, above.

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

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