



REQUEST FOR PROPOSALS

**DESIGN BUILD SERVICES FOR THE WAGNER CREEK/SEYBOLD CANAL
RESTORATION PROJECT B-50643 (RESOLICITATION)**

RFP NUMBER 15-16-030

ISSUE DATE

August 24, 2016

VOLUNTARY PRE-PROPOSAL CONFERENCE
SEPTEMBER 7, 2016 AT 10:00 AM (VOLUNTARY)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
SEPTEMBER 15, 2016 AT 5:00 PM

PROPOSAL SUBMISSION DUE DATE AND TIME
SEPTEMBER 26, 2016 at 3:00 PM

CONTACT

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PUBLIC NOTICE

CITY OF MIAMI REQUEST FOR PROPOSALS (RFP)

DESIGN BUILD SERVICES FOR THE WAGNER CREEK/SEYBOLD CANAL RESTORATION PROJECT B-50643 (RESOLICITATION)

RFP NO: 15-16-030

Completed Proposals must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 **by 3:00 PM, on September 26, 2016** ("Proposal Submission Date"). Any Proposals received after the above date and time or delivered to a different address, department, or location will not be considered.

Request for Proposals (RFP) documents may be obtained on or after August 24, 2016, from the City of Miami, Capital Improvements and Transportation Program (CITP) webpage at:

<http://www.miamigov.com/CITP/ProcurementOpp.html>

It is the sole responsibility of all firms to ensure the receipt of any addenda and it is definitely recommended that firms periodically check the CITP webpage for updates and the issuance of addenda.

The Procurement Department has scheduled a voluntary pre-proposal conference for this solicitation. Any Proposers not attending the pre-proposal conference will not be precluded from submitting a proposal.

The City of Miami reserves the right to accept any Proposals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors omissions, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the City Charter and Code, and this RFP. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delay, 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.

DP No. [11526]

Daniel J. Alfonso, City Manager

REFERENCE DOCUMENTS

1. MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) CLASS 1 PERMIT

http://www.miamigov.com/CITP/Pages/ProcurementOpportunities/RFP_WagnerCreekSeiboldCanal.html

2. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) ENVIRONMENTAL RESOURCE PERMIT (ERP)

http://www.miamigov.com/CITP/Pages/ProcurementOpportunities/RFP_WagnerCreekSeiboldCanal.html

3. UNITED STATES ARMY CORPS OF ENGINEERS (USACE) PERMITS

http://www.miamigov.com/CITP/Pages/ProcurementOpportunities/RFP_WagnerCreekSeiboldCanal.html

The above referenced documents are being provided with this RFP for reference and general information purposes, 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 Design-Build Firm, hereinafter referred to as either “Successful Proposer” or “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.

ATTACHMENT A: DESIGN CRITERIA PACKAGE

1. CORRECTIVE ACTION PLAN – VERSION 2, VOLUMES 1, 2 AND 3, DATED AUGUST 2009 (CAP2)
2. TECHNICAL SPECIFICATIONS
 - HEALTH, SAFETY AND EMERGENCY RESPONSE (01 05 01)
 - PAYMENT PROCEDURES (01 29 00)
 - CONSTRUCTION PROGRESS DOCUMENTATION (01 32 00)
 - SURVEYING (01 32 23)

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- SUBMITTAL PROCEDURES (01 33 00)
- CONTRACTOR QUALITY CONTROL (01 45 16.13)
- TEMPORARY FACILITIES AND CONTROLS (01 50 00)
- TEMPORARY EROSION AND SEDIMENT CONTROL (01 57 13)
- DECONTAMINATION OF PERSONNEL AND EQUIPMENT (01 72 00)
- CLOSEOUT PROCEDURES (01 77 00)
- MATERIAL STABILIZATION-DISPOSAL PREPARATION (02 31 32)
- SEDIMENT RESUSPENSION CONTROL (02 40 00)
- TRANSPORTATION AND DISPOSAL OF SEDIMENT (02 61 00)
- SITE MANAGEMENT AND CONSTRUCTION SEQUENCING (31 01 00)
- MECHANICAL ENVIRONMENTAL DREDGING (35 20 25.23)

ATTACHMENT B: STATE REVOLVING FUND PROGRAM SUPPLEMENTARY CONDITIONS

ATTACHMENT C: PRICE PROPOSAL FORMS

ATTACHMENT D: DRAFT DESIGN-BUILD CONTRACT

ATTACHMENT E: STATE REVOLVING FUND LOAN AGREEMENT AND STATE REVOLVING FUND DISPERSEMENT REQUEST PACKAGE

ATTACHMENT F: STATE APPROPRIATION AGREEMENT AND STATE APPROPRIATION DISPERSEMENT REQUEST PACKAGE

ATTACHMENT G: FLORIDA INLAND NAVIGATIONAL DISTRICT (FIND) GRANT AGREEMENTS AND FIND AGREEMENT DISPERSEMENT REQUEST PACKAGE

SECTION 1

INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this RFP. The City of Miami (the “City”) Procurement Department (Procurement), through Capital Improvements and Transportation Program (CITP) invites responses (“Proposals”) which offer to provide the services described in Section 2.0: “*Scope of Services.*”

Copies of the solicitation are available on the CITP webpage by visiting <http://www.miamigov.com/CITP/ProcurementOpp.html>.

For the purposes of this RFP, the words:

- a) “Proposal” shall mean the completed written and properly signed submission in response to this RFP by a Proposer.
- b) “Proposer” shall mean the entity submitting a Proposal in response to this RFP.

1.2 Submission of Proposals

Proposers submitting a Proposal to this RFP must submit both (1) a Technical Proposal, and (2) a Price Proposal, based upon the Scope of Services as defined in Section 2.0 of the RFP. **Proposers must submit a Base Proposal to the specifications of this RFP. Proposers may also submit an Alternate Technical Concept (ATC) Proposal, as described in Section 4 of this RFP. The ATC Proposal will not be considered without also submitting a Base Proposal. Failure to submit a Base Proposal will result in the Proposer being deemed non-responsive.**

Sealed written Proposals must be received by the City of Miami; City 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) original and nine (9) copies (total of 10), plus one (1) copy in digital format (on CD-ROM in .pdf format)** of the Proposer’s Proposal, must be timely received by the City, or the Proposal may be disqualified. Proposals can also be hand delivered to the City Clerk’s Office, no later than the date, time, and at the location indicated in Section 4 of the RFP. Proposer must submit the ATC Proposal as a separate and complete proposal, also submitting **one (1) original and nine (9) copies (total of 10), plus one (1) copy in digital format (on CD-ROM in .pdf format).**

Proposer must submit Price Proposals in separate envelopes. A Price Proposal must be submitted for each type of Proposal submitted (Base and ATC).

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1.3. Voluntary Pre-Proposal Conference

A Voluntary pre-proposal conference (“Conference”) will be held on **September 7, 2016 at 10:00 AM**. The Conference will be held at the City of Miami, MRC Building, 444 S.W. 2nd Avenue, 10th Floor, Main Conference Room, Miami, Florida 33130. Prospective Proposers are strongly encouraged to attend this meeting to obtain information relative to the RFP. The Conference will be followed by a site-visit.

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 as long as the Cone of Silence remains in effect. .

Written communications may be in the form of fax, mail, or e-mail to Lydia Osborne, CPPO, at 444 SW 2nd Avenue, 6th Floor, Miami, FL 33130, Fax (305) 416-5025, e-mail losborne@miamigov.com, with a copy to the Office of the City Clerk, Attn: Nicole Ewan, at clerks@miamigov.com. Oral communications are not permissible. See “Cone of Silence” Ordinance for details.

Please review City of Miami 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 City 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 Proposer’s Proposal, and may result in potential debarment, pursuant to the applicable provisions of the City of Miami Code and applicable regulations.

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, 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 September 15, 2016**. Late or misplaced delivered requests for additional information or clarification may not receive a response in the subsequent addendum.

Procurement will issue responses to inquiries received and any other corrections or amendments it deems necessary via written addenda, prior to the Proposal 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.

Addenda will only be made available on the CITP webpage, and it is the Proposer's sole responsibility to assure its review and receipt of all addenda. Prior to submitting the Proposal, the Proposer should check the CITP webpage for all addenda:

<http://www.miamigov.com/CITP/ProcurementOpp.html>.

1.6. Contract Terms and Conditions

The Proposer selected to provide the services requested herein (the “Successful Proposer”) shall be required to execute a contract (“Contract”) with the City in substantially the same form as the draft Contract (“**Attachment D**”) included as part of the RFP.

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); hold harmless, duty to defend indemnity and insurance; Code of Ethics and conflicts clauses, and cancellation for convenience by the City Manager.

1.7. Price Proposal

Immediately following the evaluation of the Technical Proposal(s), in light of the oral presentation(s) if necessary, the Price Proposal(s) will be publicly opened at the Evaluation Committee meeting. The price score will be incorporated into the overall rating and ranking of the Proposals. The pricing evaluation is used as part of the evaluation process to determine the highest ranked responsive and responsible 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 equal to five percent (5%) of the proposed project cost payable to the City, shall be submitted with the Price Proposal portion of the Proposal. The Proposal Bond must be in the form of a certified check, cashier’s check, an irrevocable letter of credit or surety bond issued by a surety company, bank or business entity, as applicable, authorized to transact business in Florida. The Proposal Bond is conditioned upon the award of a contract, and the Successful Proposer submitting the specified Payment and Performance Bond substantially in the form provided by 255.05, Florida Statutes, (provided as part of the Draft Design-Build Contract), 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 all funding agencies, e.g., State of Florida, Florida Inland Navigational District and City of Miami.) 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 Payment and Performance Bond and the Proposal Bond are included in Attachments E and F, 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 Proposal, 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 Price Proposal will result in the Proposal being deemed as non-responsive. Proposer should not include the Proposal Bond with the Technical Proposal, as the Proposal will be deemed as non-responsive. The Price Proposal(s) will not be opened until after the Evaluation Committee has completed its evaluation of the Technical Proposal(s).

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A Proposer, whether submitting a Base Proposal and an ATC Proposal, will only be required to submit one Proposal Bond. In this instance, the Proposal Bond can be submitted with either of the Price Proposals.

The attached Proposal Bond affidavit must be submitted with the Proposer's Technical Proposal, certifying that a Proposal Bond is included in the Price Proposal package.

The Proposal Bond form can be found using the following link:

http://www.miamigov.com/CITP/docs/ProjectPages/ProcurementOpportunities/RFP_WagnerCreekSeyboldCanal/Attachment_H_BidBondForm.pdf

1.9. Award of a Contract

A Contract may be awarded to the Successful Proposer for the Project by the City Commission, following a written recommendation from the City Manager based upon the qualification requirements reflected herein. The draft Contract is attached hereto as Attachment D, and it is hereby incorporated into, and made a part of this RFP. 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 that any award will be made.

1.10. Contract Execution

By submitting a Proposal, the Proposer agrees to be bound to and execute the Contract for Design-Build Services for the Wagner Creek/Seybold Canal Restoration Project. The Contract will be in the form of a City furnished Design-Build Contract (see attached draft copy as Attachment D). Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Contract for 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 shall not begin work until the City issues a written Notice to Proceed (NTP). Such NTP shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to the NTP, or 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 such unauthorized or premature work.

1.12. Submittal Instructions

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

Proposals shall be submitted in sealed envelopes or packages, with the RFP number and opening date clearly noted on the outside of the envelopes or packages. The Technical Proposal and the Price Proposal **MUST** be submitted in separate sealed envelopes or packages. In the event a

Proposer is submitting a Base Proposal and an ATC Proposal, then a Technical Proposal and a Price Proposal shall be submitted for each type of proposal, in separate envelopes or packages.

1.13. Changes/Modifications/Alterations

Proposer may submit a modified Proposal to replace all or any portion of a previous submitted Proposal, or withdraw a Proposal at any time prior to Proposal Submission Deadline. All modifications 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 Proposal Submission Deadline. The City will only consider the latest version of the Proposal.

1.14. Subconsultant(s)/Subcontractor(s)

For the purpose of this RFP, “Subconsultant” and “Subcontractor” are used interchangeably. A Subconsultant or Subcontractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of services required under this RFP. A Subconsultant shall be paid directly by the Proposer, and not paid directly by the City. The Proposer must clearly identify in its Proposal the Subconsultants to be utilized in the performance of required services. The City retains the right to accept or reject any Subconsultant proposed in the Proposer’s Proposal, or proposed prior to Contract execution. Any and all liabilities regarding the use of a Subconsultant shall be borne solely by the Successful Proposer, and insurance for each Subconsultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subconsultants are considered to be employees, partners, affiliates, or agents of the City. Failure to list all major Subconsultants and provide the required information may disqualify any proposed Subconsultants 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. If applicable, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors or omissions will not be construed against the drafting party.

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 Proposal being deemed non-responsive, and the Proposal will not be further considered for award. Modification of, retyping, or any alterations to, the City forms may also result in the Proposal being deemed non-responsive.

The City reserves the right to disqualify Proposers 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 Proposal; to reject any or all Proposals in whole or in part, or to reissue a RFP.

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

Any Proposal 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 a 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 Proposals, or in the performance of any services requested by the City in connection with the Proposals for 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 Proposal, 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. By submission of a Proposal the Proposer agrees to these terms.

1.18. Inspection of Site

Proposers should carefully examine the Project's proposed work locations before submission of a Proposal. Proposers shall 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. The entire Project encompasses the area located between NW 20th Street and the confluence of Seybold Canal and the Miami River, Miami, Florida. 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 an **original** 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 Proposal as an agent, must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City with the Proposal, a duly certified copy of their permit to

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transact business in the State of Florida. Failure to promptly submit this evidence or qualification to do business in the State of Florida, may be a basis for rejection of the Proposal.

Proposer understands that by submitting a Proposal to this RFP does not constitute an Agreement or Contract with the City.

SECTION 2

RFP SCOPE OF SERVICES

The City is seeking to procure a qualified and experienced Design-Build Firm to perform maintenance dredging to remove accumulated sediment in both Wagner Creek and Seybold Canal waterways located in Miami, Florida. The overall project goal is to remove sediments to achieve improved drainage and/or navigation, reduce the risk from contamination in the creek and canal with a focus on protecting public/worker safety and minimizing damage to existing structures, land, vegetation and wildlife.

2.1. Project Background

Flow from Wagner Creek and Seybold Canal represents a major tributary to the Miami River, providing drainage for a sizable portion of the City. The project area is located in the City of Miami, Miami-Dade County (“County”), Florida, and is situated along a 1.67-mile (7,850 ft.) tributary to the Miami River, which includes Wagner Creek and Seybold Canal. Wagner Creek and the northern two-thirds of Seybold Canal are located in Section 35, Township 53, and Range 41 of the County, and the southern one-third of Seybold Canal is located in Section 2, Township 54, and Range 41 of the County.

The project area lies in a densely populated urban area, with land usage consisting mainly of institutional properties, governmental properties, and residential housing. Wagner Creek receives stormwater runoff from the surrounding C-6 Basin and merges into Seybold Canal. Seybold Canal connects to the Miami River approximately two (2) miles northwest of Biscayne Bay. Both Wagner Creek and Seybold Canal are tidal.

Historically, Wagner Creek was a major tributary to the Miami River. It was fed by several fresh water springs, which have been eliminated due to urban development (Cantillo et al., 2000). Today, Wagner Creek is maintained by the City to provide stormwater conveyance for the C-6 Basin. Most areas of Wagner Creek are not accessible or navigable by boat due to shallow water depths and the presence of low-lying bridges. Wagner Creek is approximately 5,500 ft. long and ranges from 22 ft. to 40 ft. wide, with a depth ranging between 3 ft. and 6 ft.

The portion of Wagner Creek located south of NW 11th Street was renamed Seybold Canal when John Seybold dredged it in the 1920s. Seybold Canal is approximately 2,350 ft. long and ranges from 25 ft. to 60 ft. wide. A 100-ft.-wide turning basin is located at Seybold Canal’s northernmost extent. Seybold Canal is within the geographic borders of the Biscayne Bay Aquatic Preserve and is classified by the Florida Department of Environmental Protection (FDEP) as an Outstanding Florida Water.

At one time, Seybold Canal provided maritime facilities for commercial fishermen. Today, Seybold Canal and its turning basin are bordered by residential property and lined by seawalls, docks, and other types of revetment structures. Seybold Canal is a navigable waterway. The west side of Seybold Canal is bordered by residential housing, and the east is a mix of residential housing, commercial properties, industrial properties, and undeveloped parcels. Seybold Canal flows under the NW 7th Street Bridge (Humpback Bridge) and into the Miami River adjacent to NW 7th Avenue.

2.2 Project Work Plan

The Corrective Action Plan – Version 2 (CAP2), which was completed in August 2009, serves as the basis of design that was used to secure the County, State and Federal Permits, which are available as reference documents on the City's CITP Website:

<http://www.miamigov.com/CITP/ProcurementOpp.html>.

The CAP2 was prepared to compile the data and finalize removal requirements and procedures. It describes procedures for removal of the sediment from Wagner Creek and Seybold Canal without the need for an intermediate staging/dewatering area. The recommended construction operations shall serve as the minimum standards to excavate, remove and transport dredged sediment from the Project area so that the potential for the public to be exposed to the sediment is minimized. The CAP2 addresses the need to minimize water volume generated during dredging operations, the management of water collected during dredging, and water quality controls to be implemented during the dredging activities. Finally, it describes the procedures to be implemented for endangered species protection (manatees) and structure protection during the dredging activities.

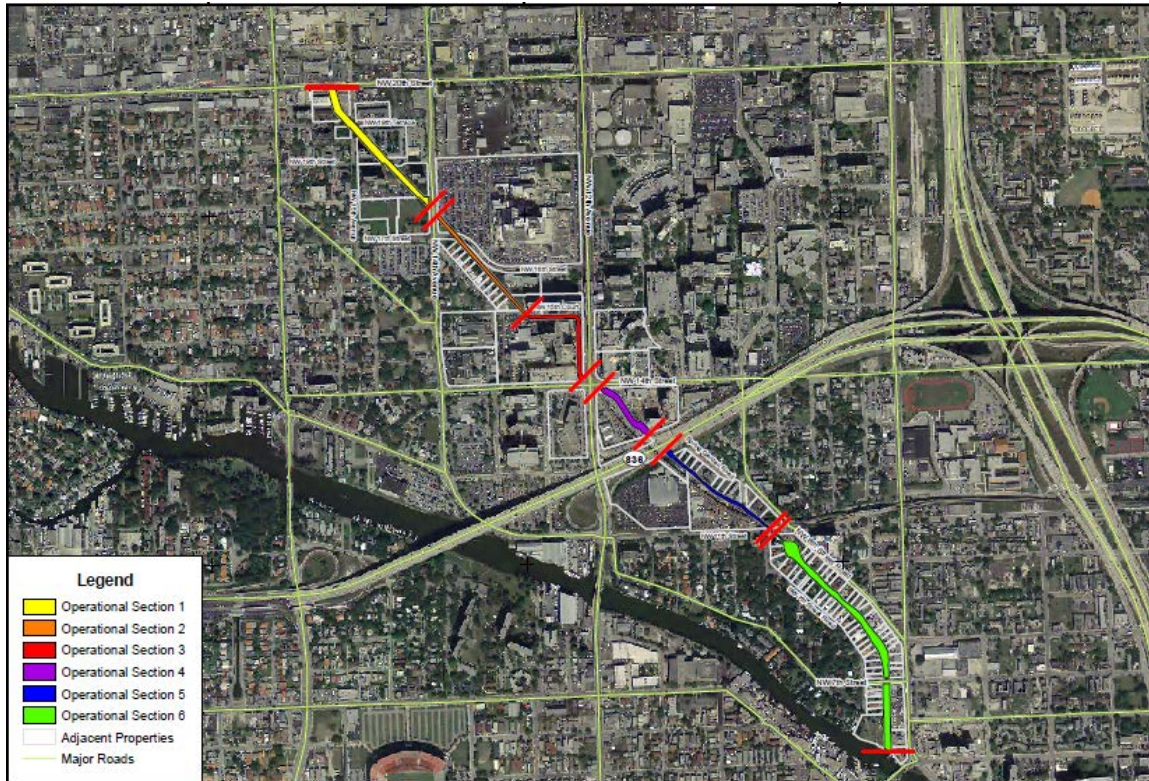
Please note that the Project requires a Certificate to Dig, however, the City does not require archaeological monitoring. The City will approve the Certificate to Dig with the condition that if archaeological resources are discovered, the Successful Proposer shall contact the City's Planning and Zoning Department office within 48 hours of discovery and that all artifacts shall be donated to History Miami.

It is required that all Proposers must be familiar with, and understand the CAP2 and permits, which are provided as part of this RFP as Attachment A and provided as reference documents. In order for a Proposer to be deemed responsive, all permit conditions must be satisfied and addressed in the Base Proposal. In the event a Proposer submits a Base Proposal and an ATC Proposal, the ATC Proposal shall be submitted as described in Section 4.1.

2.3 Project Location

The Project encompasses the area located between NW 20th Street and the confluence of Seybold Canal and the Miami River. The "Project" has been separated into six Operational Sections (OSs) for Wagner Creek and Seybold Canal as presented below in Figure 2-1.

Figure 2-1
Operational Sections



These individual OSs were defined primarily to describe their area-specific sediment characteristics and the identified removal techniques. Other reasons for defining the individual OSs included co-application requirements, access planning, and physical project breakpoints (streets). CAP2 contains analytical data, volume calculations, as well as the characteristics and locations of the sediments to be removed by OS. Where appropriate, an OS has been subdivided to delineate areas with elevated levels of 2,3,7,8-TCDD = 2,3,7,8-tetrachlorodibenzo dioxin toxicity equivalents (TEQs). Wagner Creek consists of five OSs and is separated as described below. Seybold Canal is OS-6:

1. The first OS (OS-1) begins just south of NW 20th Street and extends southeast to NW 14th Avenue. This area is surrounded by residential housing, commercial properties, and industrial properties. In a review of data from the various sampling events, it was determined that OS-1 contained volumes of sediment with elevated TEQ levels.
2. OS-2 begins just south of NW 14th Avenue and extends southeast to NW 15th Street. OS-2 is bounded by the County's governmental properties on the east side and residential housing and commercial properties on the west side. In a review of data from the various sampling events, it was determined that OS-2 contained volumes of sediment with marginally elevated TEQ levels.

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3. OS-3 begins just south of NW 15th Street and extends southeast to NW 14th Street. This section is bounded by Jackson Memorial Hospital and the University of Miami Hospital, where it is contained by 20 ft.-high sheetpile walls.
4. OS-4 begins on the southeast side of the intersection of NW 14th Street and NW 12th Avenue, and continues southeast to State Road (SR) 836. OS-4 is bounded by the County's governmental properties and institutional properties.
5. OS-5 begins on the south side of SR 836 and continues southeast to NW 11th Street. This section then continues southeast, past institutional properties and the County's Water and Sewer Department building on the west side, and a mix of residential housing and commercial properties, undeveloped parcels, and a County governmental property on the east side. Wagner Creek then flows under NW 11th Street, where it connects with OS-6, Seybold Canal.
6. OS-6, Seybold Canal begins south of NW 11th Street and ends where it connects with the Miami River.

2.4 Schedule of Events

Refer to the advertisement for the anticipated 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. The City will provide construction engineering and inspection services and quality acceptance reviews of some, or all of the work at its sole discretion. 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 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 carefully and closely examine the Contract documents and the site of the proposed work, 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, warrant or affirm the details pertaining to previous structural 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, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their Proposal on their own opinion of the conditions likely to be encountered. Consequently in the Contract Documents allowable change order requests will be only those adjustments in the Contract time in accordance with the timely notice provision and other applicable sections of the Contract Documents due to the active, and intentional misrepresentation or concealment of a material fact in the plans and specifications.

2.6 Design-Build Firm Responsibilities

The Design-Build Firm shall be responsible for all site and property surveys, including grades, elevations and measurements, geotechnical investigations and evaluations, designs, structural inspections and analysis, construction permits (may include, but not limited to, National Pollutant Discharge Elimination System (fee) Right of Way Closure Permit, Building Permit and Fence Permit and similar or allied permits or approvals), construction document preparation and subsequent approvals, and construction on or before the Project Completion Date indicated in the Technical Proposal. The Design-Build Firm shall also be responsible for detailed documentation of the Project requirements, fulfillment, and accomplishments necessary to comply with the State Revolving Loan, the FIND Grants, and the FDEP Appropriation Grant (attached and incorporated) so that funding invoices for reimbursements to the City are accurate and complete.

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. Attachments E, F and G incorporate the three funding agreements and set forth the Project funding, invoicing and reimbursement requirements.

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 reimbursements submissions under the three funding agreements presented in Attachments E, F and G.

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 their primary standard, the City of Miami Engineering Standards for Design and Construction, which can be found at the link below:

The Design-Build Firm shall be responsible for preparing all necessary permits and for paying any required permit fees. 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 the responsibility of the Design-Build Firm, and will not be considered sufficient reason for time extension. All permitting activities are the responsibility of the Design-Build Firm.

a. Surface Water:

Plans shall be prepared in accordance with Chapter 62-25, Regulation of Storm Water Discharge, and Florida Administrative Code.

b. State and Federal Agencies:

All applicable permits shall be prepared in accordance with 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).

c. County Agencies:

In addition to these Federal and State permitting requirements, any permitting required by County agencies shall be prepared in accordance with their specific requirements and regulations. Preparation of all County related permit applications and the acquisition of all applicable permits shall be the responsibility of the Design-Build Firm. 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.

d. City Agencies:

Any permitting required by City departments and/or agencies shall be prepared in accordance with their specific requirements and regulations. Preparation of all permits applications and the acquisition of all applicable City related permits shall be the responsibility of the Design-Build Firm. 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.

e. Resource Surveys:

The Design-Build Firm shall be responsible for all applicable resource surveys pertaining to work in and above the water.

The Design-Build Firm shall obtain permits 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-Build Firm.

B. Survey:

The Design-Build Firm shall perform all boundary and topographic surveying and mapping services necessary 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 287.055, Fla. Stat., as applicable, as to registered surveyors and mappers, 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. This survey also must comply with the Department of Environmental Protection Rule, Chapter 18-5, F.A.C. pursuant to Chapter 177, F.S., and the Department of Environmental Protection.

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, by the City, 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-Build Firm'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.

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

a. 100% Plans (consistent with the CAP2):

City of Miami

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.

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 CAP2):

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-Build Firm's risk.

- B) In addition, the Design-Build Firm shall submit signed and sealed post-construction surveys by OS to the City. Specifically, the Design-Build Firm shall provide survey data (lines and grades) that will document removal of required sediment in each OS. Once this data has been provided to the City and accepted, the Design-Build Firm will be released from that OS and allowed to proceed to the next OS. If required lines and grades are not met, the Design-Build Firm shall be required to re-dredge deficient areas and resubmit confirmation surveys.
- C) The Design-Build Firm shall complete the Record Set as the Project is being constructed. The record set becomes the "as-builts" 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, such reimbursement packages for phased updates as required by the loan documents and grant agreements.

E. Contract Duration:

The Design-Build Firm shall establish the Contract duration for the subject Project. In no event shall the Contract duration exceed **Four Hundred and Eighty (480)** calendar days for substantial completion, with an additional **Thirty (30)** calendar days for final completion, unless approved by the City. The schedule submitted with the Technical Proposal should identify the work activity durations in calendar days. The schedule submitted with the Technical Proposal may be amended during contract negotiations.

Project Schedule:

1. Limitations:

The minimum number of activities shall be those listed below:

- Award Date
- Geotechnical Investigations
- Design Surveys
- Design Durations
- Design Submittals
- Design Reviews by the City
- Environmental Permit Extensions
- Start of Construction
- Materials Quality Tracking
- Dredging
- Detailed OS Sequencing
- MOT Closures and Proposed Work Hours
- Holidays and Special Events
- Substantial Completion
- Final Completion Date for All Work
- Final Costs/Reimbursement Packages/Financial Requirements for the Loan and Grants

F. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by Key Personnel identified in the Technical Proposal submitted by the Design-Build Firm.

G. 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, but not limited to:

- 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 to 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 to provide a one-week "look ahead" for activities to be performed during the upcoming 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.

H. Public Involvement:

1. General:

Public involvement includes communicating to all interested persons, groups, and government organizations, information regarding the development of the Project. It is expected that the Design-Build Firm will follow the Public Involvement Plan presented in the CAP2.

2. Public Meetings:

The Design-Build Firm shall provide all support necessary for the City to hold various public meetings to ensure that open 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 prior to the start of work in each OS.
2. At least 30 days before the start of work in each OS, a public information meeting will be held for the residents/businesses in the area where work will occur to discuss issues specific to those areas.

3. Ongoing meetings will be held, as needed, 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 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 above in Item No. 2, Public Meetings.

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 shall be 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 requested, by the City, to prepare responses to any public inquiries as a result of the public involvement process. The City will review all responses prior to release.

I. 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 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-Build Firm, 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.

J. Liaison Officer:

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

K. Computer Automation:

The Design-Build Firm shall 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.

L. Quality Control:

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

M. Testing:

The Design-Build Firm shall be responsible for all materials testing. The City or its representatives will not perform verification testing services.

N. 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, and shall include 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-Build Firm.

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-Build Firm's Proposal. The Design-Build Firm'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 CAP2 and 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-Build Firm'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, as 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, as 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 CAP2, which is presented in 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. In addition, Proposers shall comply with the technical specifications also presented in Attachment A.

1. Site Access

Access to the Project work areas within Wagner Creek and Seybold Canal is limited by high density housing, single family residences, overhead utilities, and trees. Other access considerations include street access for trucks and other equipment, avoidance of natural habitats, aboveground and belowground utilities, and structures along Wagner Creek and Seybold Canal.

2. Sediment Removal

Different dredging approaches were considered as part of preparing the CAP2. Ultimately it was determined that mechanical sediment removal and handling methodologies would be most appropriate for both Wagner Creek and Seybold Canal. Within this methodology there are several distinct mechanical sediment removal/dredge approaches that are potentially applicable, due to the various conditions within the OSs. Mechanical dredging using an open bucket, clamshell, or environmental bucket, as practical, is the best method for dredging the reaches of Wagner

Creek and Seybold Canal. Mechanical dredging will be performed from the land as well as from the water-side. The selection of the appropriate mechanical sediment removal techniques proposed by the Design-Build Firm shall take into consideration a number of factors, including public safety, sediment type, access, disposal criteria, permit requirements, debris, utilities, structures, dredge prisms, and Design-Builder equipment capabilities.

Any deviations from the approach identified in the CAP2 and Permits, shall be addressed as an ATC Proposal as specified in Section 4 of this RFP.

3. Dredge Sediment Stabilization

Requirements at the disposal site stipulate that all materials must pass the Paint Filter Test. Because of the nature of the sediments (i.e., wet, thixotropic), it will be necessary to add a chemically inert absorbent to the dredged sediments before transport to the approved disposal facility. Potential absorbents to be used are as follows:

1. Super-Absorbent Polymer (SAP)
2. Combinations of SAP/Bentonite and Portland Cement
3. Sawdust
4. Cement Kiln Dust
5. Portland Cement
6. Coal Derived Fly Ash (if derived from Class C coal)

The effectiveness of the absorbent used will depend on a variety of factors. To minimize the weight of material shipped to the landfill, a SAP is the most likely material to be used. However, a bench-scale evaluation of each of the potential absorbents will be performed before dredging begins to determine the effectiveness on the sediment, the potential for dust dispersion during mixing, the dosage rates (i.e. pounds required per ton of removed sediment) and the estimated cost for each. The proposed absorbents will also be analyzed to ensure that they would not contribute different or additional contamination to the sediments.

4. Engineering Controls and Environmental Protection

The CAP2 presents the following engineering controls and environmental requirements that shall be followed:

- Dredging Limit Controls
- Re-suspension and Residual Management
 - a) Turbidity Controls
 - b) Protection of Manatees

- c) Boat Access
- Water Quality Monitoring
- Air Quality Monitoring
- Noise Control
- Ground Protection
- Spill Protection
- Manatee Protection

5. Waste Management

All generated soil, debris and liquids will be based on the waste characterization analysis performed. The CAP2 presents the following waste management requirements that shall be followed:

- General requirements
- Waste Storage Time Limit
- Labels

6. Transportation and Disposal

The Design-Build Firm shall prepare Sediment and Free Dredge Water Transportation Plan before work begins in each OS based upon the dredging approach for removal operations. The plan shall include truck routes from the dredging areas to the approved disposal facility that will minimize transport through residential areas, to the extent practicable. The plan will also address the following:

- Advance planning with the appropriate City departments (police, fire, emergency services, transportation) prior to the start of work
- Equipment and roadway cleaning criteria
- Approved designated truck hauling routes
- Noise control and specified operating times
- Type and size of truck fleet
- Traffic control permit requirements and contacts
- Barricades, signage, and flagmen
- Public safety involvement
- Manifests/bills of lading/weight tickets
- Restoration

The Final Sediment and Free Dredge Water Transportation Plan shall also stipulate engineering controls necessary for temporary staging, loading, and unloading of transport vehicles, as well as emergency response personnel/equipment and procedures in case of a spill.

The CAP2 and technical specifications present the waste transportation and disposal requirements that shall be followed. Based on historical

information provided in the CAP2, TEQs in Wagner Creek and Seybold Canal sediments appear to have originated in runoff from a municipal trash incinerator ash staging area which operated on NW 20th Street. Accordingly, the sediment is not contaminated with a listed waste as defined in 40 CFR Part 261 Subpart D. Therefore, the Wagner Creek/Seybold Canal sediments have been characterized as non-hazardous based on 40 CFR Part 261 Subpart C, and compared to the disposal facilities' acceptance criteria for TEQ and other contaminants.

7. Restoration

Access to the Wagner Creek dredging areas may require entry into some of the adjacent landowners' properties. In these cases, once access agreements are secured by the Design-Build Firm, temporary property modifications may be required to allow equipment/vehicle access to sediment removal areas; these areas shall be restored to pre-dredging conditions by the Design-Build Firm, immediately after work is complete. Planned restoration activities may include, but are not limited to, fence repairs/replacement, replacement of ground cover, and re-installation of any land-based physical structures or utilities and repair of parking areas and curbs. The appropriate level of planning and record-keeping will be used during construction to minimize the need for restoration activities.

Planned restoration activities, within the scope of this Project, do not include repairs or replacement of structures compromised due to removal of sediments from the waterways. To avoid disturbance of in-water structures due to dredging, the proposed dredge cut lines and grades shown on the cross-sections in Volume 3 of the CAP2, Section 5 shall be field-verified in order to remove the maximum extent of sediment possible without compromising structures located adjacent to or within the designated dredging area. These restoration activities will be evaluated on a case-by-case basis and addressed under separate contracting procedures.

8. 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

9. Survey Details

The CAP2 provides the survey approach, which is generally described below. In addition, Proposers shall comply with the specifications presented in Attachment A.

The Design-Build Firm shall perform a Pre-Construction Survey with the use of video and still photography on 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. In addition, the Design-Build Firm shall provide each owner with a copy of the survey and have each owner sign an affidavit acknowledging the results of the survey. Each owner shall be given the opportunity to view the video. No construction operations will be allowed until the Pre-Construction Survey is completed, signed by the owner, and submitted to the City.

Once the work activities are complete for a given OS, the Design-Build Firm shall perform a Post-Construction Survey for each property in 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 each property owner with a copy of the Post-Construction Survey for their property, 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, and have each owner acknowledge receipt.

For each property 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.

In the event this certification is disputed by a property owner, the Design-Build Firm shall resolve such dispute in good faith within 30 calendar days of notification of the dispute, and disclose any related unresolved disputes or suits after Final Acceptance. Should the Design-Build Firm fail to resolve the dispute within 30 days, in accordance with the Contract, the Engineer may, upon 48 hours' notice, proceed to repair, rebuild, or otherwise restore

such property as may be deemed necessary, and the City will deduct the cost thereof from any monies due to, or which may become due the Design-Build Firm under the Contract.

For each property 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 or settle any just claim for repairs from damage within 30 days, and provide evidence to the Engineer of such settlement, or of the property owner's agreement and acceptance of repairs, before Final Acceptance.

In the event of disputes over damage with a property owner, resolve such dispute in good faith within 30 calendar days of notification of the dispute. Disclose any related unresolved disputes or suits after Final Acceptance. Should the Design-Build Firm fail to resolve the dispute within 30 days, in accordance with the Contract, the Engineer may, upon 48 hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the City will deduct the cost thereof from any monies due or which may become due the Design-Build Firm under the Contract.

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

10. Reimbursement Reporting

The Design-Build Firm shall be responsible for the preparation with the City's Finance Department, of all reimbursement packages for the loan and grant agreements.

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-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate.

The City will review the Shop Drawings to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The City's procedural review of Shop Drawings would be to assure that the Design-Build Firm's EOR has approved and signed the drawings; the drawings have been independently reviewed and are in general conformance with the plans. The City's review would not be construed as a complete and detailed review.

Shop Drawings submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of such Shop Drawings 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:

- No impact to the operations
- Minimize the impact to utilities
- Minimize closure durations with all required Maintenance of Traffic (MOT)
- Minimize the overall time for construction

F. Hours of Operation

The City allows that the construction activities may be undertaken from 8:00am to 5:00pm Monday through Saturday, six (6) days per week. However, the CAP2 requires some overnight work, Any work performed outside of the hours allowed by the City, shall be subject to prior approval by the City and compliance with all applicable permits, and approvals, laws and regulations, including , without limitation, noise waivers as applicable.

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).

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. Lane and street closures shall be coordinated with the Florida Department of Transportation (FDOT) for work as applicable, and may also require County/City 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.

1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control (TTC) Plan to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites.

The TTC Plan shall address how to assist with maintenance of traffic throughout the duration of the Contract.

The TTC Plan shall be prepared by a certified designer who has completed the FDOT's training course, and in accordance with FDOT's Design Standards and the Roadway Plans Preparation Manual.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of FDOT Design Standards, where applicable. Should these standards be inadequate, a detailed TTC Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details, and sheet piling as necessary for proper construction and implementation of the TTC Plan.

3. Traffic Control Restrictions:

All lane closures must be reported to the Construction Engineering Inspectors, local emergency response agencies, the media, and the City's Public Information Officer, and Project Manager.

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 inside the right of way, 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-Build Firm'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. In addition, consistent with the CAP2, it is the Proposer's responsibility to determine if one person on site during construction activities is adequate for the work they are performing or if a Safety Trained Supervisor (STS) is also required to assist the HSM in his duties.

SECTION 3

RFP GENERAL CONDITIONS

3.1 Acceptance/Rejection

The City reserves the right to accept or reject any or all Proposals that best meets the criteria in the Solicitation or reject any or all Proposals. 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 City 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 additional information/clarification 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, the City shall have the unqualified right to terminate the Contract upon written notice to the Design Build Firm, 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 County Business Tax Receipt ("County BTR"). Proposers 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 Proposal. The City may, at its sole option, allow the Proposer to submit a copy of their BTR after the Proposal Submission Due Date.

3.5. Minimum Qualification Requirements

A. General Contractor (a component of the Design-Build Team)

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 as the lead firm. A joint venture is also permissible. The General Contractor shall possess a minimum of **five (5) years** of experience as a prime dredging contractor and hold a current active certified license as a General Contractor, under its current business name, as authorized to do business in the State

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of Florida. In addition, the General Contractor shall have experience as the prime dredging contractor in at least three (3) projects of similar scope and complexity (e.g., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, in an urban/populated location and with a contract value of \$5 million, etc.). The General Contractor must have a proven record of successfully completing projects consisting of the following components: marine dredging, sediment management, transportation and disposal of contaminated sediments and debris, maintenance of traffic, signage, underground and overhead utilities, excavation and site work.

A Design-Build Firm is a firm complying with all requirements of Section 287.055, Florida Statutes and as defined therein. In general, subject to limited exceptions below, a Design-Build Firm must have a minimum of five (5) years of experience, under its current business name, performing as a Design-Build Firm for similar projects of similar scope and complexity. The City will consider a Proposal from a Design-Build Firm, as defined in Section 287.055, Florida Statutes, as responsive, where a Proposer has less than the stipulated minimum five (5) years of experience under its current business name, and where the majority of the Proposer's principals and/or officers have the stipulated minimum of **ten (10) years** of relevant project experience for at least three (3) projects of similar scope and complexity (e.g., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, in an urban/populated location and with a contract value of \$5 million, etc.), 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 Proposal for the City to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Proposal 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,*

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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. Design-Build Firm

For the purpose responding to references required in this RFP “Owner” is defined as the City of Miami, a Florida municipal corporation, the entity who is directing the work at the project site and who is paying for the dredging services.

Three (3) references from Owners of the three projects, of similar scope and complexity, that have been completed, shall be included in the Proposal (a single reference for each of the three projects). The Proposer must utilize Form RFP-DB-PP-R for these references and the form must be signed by the Owner of the project. Failure to submit the reference forms may result in the Proposal being deemed non-responsive.

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”.

C. Key Personnel

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

- Project Manager
- Design Manager
- Construction Manager
- Structural Engineer
- Quality Assurance/Quality Control (QA/QC) Manager
- Utility Coordination Manager
- Health and Safety Manager
- Public Information Manager
- Contracts Compliance Specialist
- Financial Compliance Specialist

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

- **Project Manager** shall have a minimum of ten (10) 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., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, preferably in an urban/populated location and with a contract value of \$5 million, etc.). The Project Manager is not expected to be on-site at all times.
- **Design Manager** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of ten (10) years of experience (e.g., responsible for managing all the activities to produce the design drawings) for at least three (3) projects of similar scope and complexity (e.g., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, preferably in an urban/populated location and with a contract value of \$5 million, etc.). The Design Manager will be considered the Design-Builder Firm's Engineer of Record.
- **Construction Manager** shall have a minimum of ten (10) 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., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, preferably in an urban/populated location and with a contract value of \$5 million, etc.). The Construction Manager is expected to be on-site at all times.
- **Structural Engineer** shall be a professional engineer (PE) licensed in the State of Florida with a minimum of ten (10) 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., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, preferably in an urban/populated location and with a contract value of \$5 million, etc.). This requirement must be met prior to the execution of any contract as a result of 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 ten (10) 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., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, preferably in an urban/populated location and with a contract value of \$5 million, etc.) and have a Construction Quality Management for Contractors certification.

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- **Utility Coordination Manager** shall have a minimum of ten (10) years of experience performing utility coordination in accordance with City, County, Florida Department of Transportation (FDOT), or other 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 ten (10) years of experience serving as a health and safety manager for at least three (3) projects of similar scope and complexity (e.g., contaminants such as dioxin, dredging with sediment volumes equal to, or greater than 60,000 cubic yards, preferably in an urban/populated location and with a contract value of \$5 million, etc.), satisfactory completed OSHA 40 hours initial training in Hazardous Waste Site Field Investigation, 3 days onsite apprenticeship, and 8 hours of specialized training, 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 one or more hazardous waste sites, experience with the types of activities that will be conducted at the Site and experience with air monitoring equipment operation (if required).
- **Public Information Manager** shall have ten (10) years of experience serving as a public information manager for at least three (3) municipal construction projects and expertise managing multi-media communication programs.
- **Contracts Compliance Specialist** shall have ten (10) years of experience serving as a contracts compliance specialist for at least three (3) municipal construction projects. The Contracts Compliance Specialist shall comply with all financial requirements associated with various funding sources of the Wagner Creek and Seybold Dredging Project, including FIND grants and State Revolving Fund (SRF) loan requirements and USACE, FDEP and DERM permit applications special and general conditions, compliance and recertification processes. All prepare reports, submit documents and correspondences as required by the USACE, FDEP and DERM.
- **Financial Compliance Specialist** shall be a State of Florida licensed CPA with 10 years of experience; Knowledge of Generally Accepted Accounting Principles (GAAP), General Accounting Standards (GAS), Government Accounting Standards Board (GASB); Must have ability to interpret federal, state and local government laws and regulations related to grant contracts and administration and related to governmental loan program reimbursements and compliance; Must have prior work experience and understanding of grant funding, grant billing and grant accounting using federal and state rules and regulations governing grants for public sector grantees; Demonstrate working knowledge of grant administration processes, including reporting, record maintenance, billing support, contract compliance and closeout; Ability to analyze and systematically compile technical and statistical information to prepare

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correspondence and reports; Know how to prepare invoices, review invoices and billings, collect funds from the grantors, conduct grant closeouts and prepare and maintain grant records; Know how to prepare reimbursement documentation related to governmental loan program and reporting compliance for phased development funding.

Three (3) references from Owners of a project(s), of similar scope and complexity, that have been completed, shall be included in the Proposal. Reference forms will not be unlocked. The reference form must be signed by the Owner of the project, and must be hand written or typed manually, with an original signature. Failure to submit the reference forms may result in the Proposal being deemed non-responsive.

Subsequent to submission of a Proposal, and prior to award of a Contract, Key Personnel identified in the Proposal, shall not be changed.

D. Field Personnel

The Design-Build Firm'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 a) submit a response on a contract to provide any goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit responses on leases of real property to a public entity; d) be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under a contract with any public entity; and e) 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 Proposal, 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 will 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 alerted to Sections 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 requirements for filing 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 Proposals for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which meets the requirements of the RFP, 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 Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with any City department. The Proposer certifies that its Proposal 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 Proposals 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 Proposals.

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.

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 shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records".

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, shall be disclosed in writing to the City.

Further, Proposers shall 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. Nondiscrimination

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 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 the 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 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 Proposal 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 Proposer's authorized signature affixed to the Proposer's acknowledgment form attests to this.

SECTION 4

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

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

4.1. Submission Requirements

Each Proposal must contain the documents and forms required by Sections 4.1.A and 4.1.B, each fully completed, and signed as required. Proposers shall prepare their Proposals utilizing the same format outlined below in Section 4.1.C. Each section of the Proposal as stipulated in 4.1.C shall be separated by a tabbed divider identifying the corresponding section number. 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 have been 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. An unbound original, nine (9) bound copies (a total of 10), and one (1) copy in digital form, of the complete Proposal (technical and price) must be received by the Submission Due Date specified in this RFP. Separate and complete proposals (technical and price) **must** be submitted in the event the Proposer is proposing on the base and ATC. The Price Proposal **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.

TECHNICAL PROPOSAL:

The content and form of the Technical 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; and how it 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 will be assigned a maximum of seven hundred (700) points by each Evaluation Committee member.

Innovative Approach

Proposers should clearly understand that the CAP2 was developed as a basis of design and served as the basis for the County, State and Federal Permits. 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 may propose on the "base" proposal consistent with the CAP2, and may also propose on the ATC proposal (see below). The City will consider innovative approaches, as detailed below, but these approaches may only be submitted if a "base" proposal is also provided. **An ATC Proposal will not be accepted without the submission of the base proposal.**

1. Alternative Technical Concept Proposals:

The ATC process allows for innovation, flexibility, time and cost savings and risk reduction on the design and construction of Design-Build Projects. The proposed innovative approach shall provide a solution that is equal or better than what is required by the RFP as determined by the City. An ATC shall not extend the project schedule and delays due to permit issues will not be acceptable. A proposed concept is not an ATC if it is contemplated by or specifically prohibited by the RFP or the permits.

2. Submittal and Review of ATCs:

Should a Proposer choose to submit an ATC, it will be reviewed by the Evaluation Team for compliance, and if determined to be, will be evaluated in the same manner as a "base" proposal. It should be noted that ATCs are accepted by the City at its sole discretion and the City reserves the right to reject any ATC submitted.

3. Contents of ATC Submittal:

All ATC submittals shall be in the form of **a separate and complete proposal** with only the innovative elements presented in **bold** so the Evaluation Committee can readily differentiate the "base" proposal from the "alternative" proposal. In addition, the ATC shall include the following information and discussions, also provided in **bold**:

- a) Description: A description or other appropriate descriptive information of the innovative approach(es);

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- b) Usage: The locations where and an explanation of how the innovative approach(es) would be used on the Project;
- c) Analysis: An analysis justifying use of the innovative approach(es) and why the deviation, if any, from the requirements of the CAP2 and/or RFP should be allowed. As deviations from the CAP2 will require DERM approval, a detailed description of the proposed modifications and the associated review and approval timeline must be provided;
- e) Impacts: A preliminary analysis of potential impacts, environmental impacts, community impacts, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance and operation;
- f) Risks: A description of reduced risks to the City or third parties associated with implementation of the innovative approach;
- g) Quality: A description of how the innovative approach is equal or better in quality and performance than the requirements of the RFP; and
- h) Financial and Compliance Capabilities: A description of how the innovative approach will achieve compliance with reimbursement and reporting requirements under the loan documents and the grant agreements.

A. PROPOSAL FORMAT

Required RFP forms for Section A - Articles 2-10 are available on the CITP website at:

http://www.miamigov.com/CITP/Pages/ProcurementOpportunities/RFP_Forms.html.

1. **Table of Contents**
2. **Proposal Letter (Maximum 1 page)**

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

3. **Narrative (Maximum 1 page)**

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

4. **Qualifications of the Proposer**

Proposer shall provide the following information as separate sections under this Category. Each section is to be identified by the corresponding letter for the section and the sections are to be submitted in the same order as that shown below:

- a. Form RFP-QP
- b. Resume of the principal-in-charge of this Project for the Proposer. **(Maximum 2 pages)**

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- c. Copies of any federal, State of Florida, county, or local certifications identified in Form RFP-QP. (Submit company certifications, not personal certifications)
- d. Table of Organization (Organizational Chart) of the Proposer (Lead Firm), including names and titles.
- e. Form RFP-WC
- f. Copy of current business licenses, including Business Tax Receipt and Florida Registration. (Submit company certification, not personal certifications)
- g. Copy of State Corporate or other proof from the State of Florida that the Proposer is authorized to perform work in the State of Florida.
- h. Letters from the insurance carrier stating that the Proposer is capable of meeting the insurance requirements contained in Attachment D, the draft Contract.
- i. Letters from the bonding surety stating that the Proposer is capable of meeting the performance and payment bonding requirements contained in Attachment D, the draft Contract.
- j. Examples of experience with governmental and reporting requirements for loan and grant funded projects.

5. Qualifications of the Design-Build Team

Firm shall complete and submit Form RFP-QT for this section of its Proposal.

Proposers shall also provide the following additional information

- a. A resume shall be included for each of the Key Personnel's technical qualifications, number of years working for the Proposer, the number of years working in the position identified for this Project, Project experience that reflects experience in projects of a similar scope and complexity, and experience with Design-Build contracts. In addition, copies of all relevant professional licenses or certifications shall be submitted. **(Maximum of 2 pages per resume).**

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.

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

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

6. Qualifications of Key Personnel

Proposer shall submit a resume for each position, which reflects their relevant expertise & experience. **(Maximum 1 page for each position)**

Proposer shall complete and submit for this section of its Proposal:

- Form RFP-PM for the Project Manager;
- Form RFP-DM for the Design Manager;
- Form RFP-CM for the Construction Manager;
- Form RFP-E for the Structural Engineer;
- Form RFP-QA for the Quality Assurance/Quality Control Manager;
- Form RFP-UC for the Utility Coordination Manager;
- Form RFP-HS for the Health and Safety Manager;
- Form RFP-PI for the Public Information Manager;
- Form RFP-CC for the Contracts Compliance Specialist; and
- Form RFP-FC for the Financial Compliance Manager.

Proposer shall submit three (3) completed projects for each Key Personnel.

Information provided on these forms shall support the projects/experience included in the Key Personnel resumes.

Proposer shall submit the following forms **(three (3) completed project references for each Key Personnel)**, for each position listed above:

- Form RFP-PM-R for the Project Manager;
- Form RFP-DM-R for the Design Manager;
- Form RFP-CM-R for the Construction Manager;
- Form RFP-E-R for the Structural Engineer;
- Form RFP-QA-R for the Quality Assurance/Quality Control Manager;
- Form RFP-UC-R for the Utility Coordination Manager;
- Form RFP-HS-R for the Health and Safety Manager;
- Form RFP-PI-R for the Public Information Manager;
- Form RFP-CC-R for the Contracts Compliance Specialist; and
- Form RFP-FC-R for the Financial Compliance Manager.

If additional space is necessary, Proposer may use a separate page and shall identify the applicable form appropriately.

7. Project Experience Past Ten (10) Years:

Proposer shall complete and submit Form RFP-DB-PP for this section of its Proposal. Separate forms must be submitted for each Project submitted **(three [3] completed projects)**.

Proposer shall submit Form RFP-DB-PP-R for each Form RFP-DB-PP submitted. Proposer shall only submit the stipulated number of prior completed projects, which must be of a similar scope and complexity **(three [3] completed projects)**.

8. Design and Construction Approach and Process (Maximum 5 pages)

Proposer shall complete and submit Form RFP-DAP for this section of its Proposal. Proposer shall demonstrate how the project will be implemented with requirements pursuant to the intended design-build Contract. The Proposer 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 Proposal 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.

9. Technical Capabilities (Maximum 5 pages)

Proposer shall complete and submit Form RFP-T for this section of its Proposal. 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, is maintained at all times during the Project. At a minimum, the coordination plan shall include coordination with the following:
 - City of Miami Public Works Department/Capital Improvements and Transportation Program
 - DERM
 - FDEP
 - USACE
 - Utility Owners
 - Sub-Consultants/Supplier
 - Adjacent Property Owners and Projects
 - Contractual and Financial Compliance Reporting and Reimbursement
 - Others

10. 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 11” X 17” page, in order to accommodate the binding of the overall proposal.

11. Spend Down Curve

Based on the proposed project schedule, the Proposer shall provide a project spend down curve. The spend down curve shall fit on an 11” X 17” paper, in order to accommodate the binding of the overall proposal.

12. Comments & Suggestions for the Draft Contract “Attachment D”

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

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

14. Proposal Bond

15. Proposer Checklist

B. PRICE PROPOSAL (“Attachment C”)

1. 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, when calculated by the City, will be resolved in favor of the sum calculated by the City. 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 Proposal as non-responsive.

2. 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.

City of Miami

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 to 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 s based on the Price Proposal.

Price Proposals shall be submitted in separate sealed envelopes or containers in the event the Proposer is proposing on both the base proposal, and the ATC Proposal. Envelopes must be clearly marked to identify each Proposal (base or ATC).

3. Cost and Pricing Data

The City may require the Successful Proposer to provide, for the Design-Build Firm, Sub consultant(s)/Subcontractor(s), and 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).

City of Miami

The forms for submission of portions of the information contained above are available on the CITP webpage:

<http://www.miamigov.com/CITP/forms.html>.

Where the City does not provide specific forms to be utilized, the Proposer shall provide the information in a format acceptable to the City. As stated in Section 4.1, Proposers shall use the font style Times Roman or Arial, with a font size of 11 or 12, for any other information or documents that are being submitted.

4. Subcontractor/Subconsultants/Supplier Information

Proposers shall list all proposed Subcontractors, Subconsultants and Suppliers to be used, to include names, addresses, phone numbers, type of work subcontracted (trade or commodity), and dollar amount of work. Proposers are expressly prohibited from substituting Subconsultants or Subcontractors.

5. 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:

1. The responsive Proposal with the lowest total proposed in the Price Proposal will be given the full weight (300 points).
2. All other Proposals 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: (\$10,110,120.00 [lowest price proposed]) / (\$13,140,150.00 [other Proposer's proposed price]) X (300 [total points for price]) = **230.822 (Price Score)**, per Committee member, 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.

C. PROPOSAL 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 Proposal being determined non-responsive.**

Table of Contents

Section A

City of Miami

1. RFP-PL – Proposal Letter
2. RFP – N – Narrative
3. Proposer Checklist

Section B

1. RFP-QP Qualifications of the Proposer
2. Resume of the Principal-In-Charge
3. Organizational Chart of the Proposer
4. RFP-QC – Workload Capacity
5. Professional Licenses
6. State of Florida Corporate Certificate
7. Business Tax Receipt(s)
8. Insurance of Capability Letter
9. Letter from Bonding Surety
10. Joint Venture Form (if applicable)
11. RFP-RR Reporting Requirements - Listing of governmental projects requiring funding and reporting requirements for loan and grant funded projects. Maximum 1 page for this listing

Section C

1. RFP-QT – Qualifications of Team
2. 4a-4c from Section 4.1A .4 – Qualifications of the Team (excluding resumes for Project & Construction Manager). *Note: Proposer shall also complete and submit the relevant forms as stated in Section 4.1.A6, Qualifications of Key Personnel.*
3. Organizational Chart (Table of Organization) of the Design-Build Team
4. List of similar projects where Key Personnel have worked together previously
5. Listing of governmental projects requiring funding and reporting compliance (e.g., grants, loans, etc.) (Maximum 1 page for this listing)

Section D

1. RFP-PM – Qualifications of Project Manager
2. RFP-PM-R – Project Manager's Reference Forms
3. Resume of Project Manager
4. RFP-DM – Qualifications of Design Manager
5. RFP-DM-R – Design Manager's Reference Forms

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6. Resume of Design Manager
7. RFP-CM – Qualifications of Construction Manager
8. RFP-CM-R – Construction Manager Reference Forms
9. Resume of Construction Manager
10. RFP-E – Qualifications of Structural Engineer
11. RFP-E-R – Structural Engineer Reference Forms
12. Resume of Structural Engineer
13. RFP-QA – Qualifications of Quality Assurance/Quality Control Manager
14. RFP-QA-R – Quality Assurance/Quality Control Manager Reference Forms
15. Resume of Quality Assurance/Quality Control Manager
16. RFP-UC – Qualifications of Utility Coordination Manager
17. RFP-UC-R – Utility Coordination Manager Reference Forms
18. Resume of Utility Coordination Manager
19. RFP-HS – Qualifications of Health and Safety Manager
20. RFP-HS-R – Health and Safety Manager Reference Forms
21. Resume of Health and Safety Manager
22. RFP-PI – Qualifications of Public Information Manager
23. RFP-PI-R – Public Information Manager Reference Forms
24. Resume of Public Information Manager
25. RFP-CC – Qualifications of Contracts Compliance Specialist
26. RFP-CC-R – Contracts Compliance Specialist Reference Forms
27. Resume of Contracts Compliance Specialist
28. RFP-FC – Qualifications Financial Compliance Manager
29. RFP-FC-R – Financial Compliance Manager's Reference Forms
30. Resume of Financial Compliance Manager

Section E

1. RFP-DB-PP - Proposer's Project Experience
2. RFP-DB-PP-R- Proposer's Project Experience Reference Form

Section F

1. RFP-DAP – Design & Construction Approach & Process
2. RFP-T – Technical Capabilities

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3. RFP-C - Contract and Financial Compliance Capabilities. Proposer shall describe the experience of the Firm's Contract and Financial Compliance personnel

Section G

1. Project Schedule

Section H

1. Comments & Suggestions on Attachment D (draft Contract), if any.

Section I

1. Acknowledgement of Addenda and Proposer Information Forms (Section 6.0)
2. Acknowledgement of Reference Documents and Attachments

Section J

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

Section K

1. Proposal Bond Proposal Bond shall be submitted **in the envelope or package** containing the Price Proposal Form and the Spend Down Curve.

Section L

1. Spend Down Curve shall be submitted **in the envelope or package** containing the Price Proposal, and the Proposal Bond.

Section M

1. Form C-1 – List of Subconsultants/ Subcontractors



4.2. Proposal Format

One (1) unbound original and nine (9) bound copies, plus one digital copy (in .pdf file format), of your complete Proposal to this RFP must be delivered to:

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

The Technical Proposal and the Price Proposal must be submitted in separate packages. The sealed Price Proposal package should contain the Price Proposal, Spend Down Curve and the Proposal Bond. Proposals must be clearly marked on the outside of the package(s) referencing:

RFP No. 15-16-030 DESIGN-BUILD SERVICES FOR THE WAGNER CREEK/SEYBOLD CANAL RESTORATION PROJECT B-50643 (RESOLICITATION)

Proposals received at any other location than the aforementioned or after the Proposal Submission Date and Time shall be deemed non-responsive and shall not be considered.

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid **for at least 180 days**. Upon award of a Contract, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Contract, at the City's discretion.

SUBMITTAL GUIDELINES

General

Only one (1) Proposal 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 Proposal submitted by more than one Proposer. A firm, partnership, corporation or joint venture that submits a Proposal may not be a Sub-Consultant on another Proposal submitted under this RFP.

Notwithstanding the above, a Proposer may submit only one base Proposal, and only one ATC Proposal as stipulated in Section 1.2. The City will not accept multiple submissions of the base Proposal or the ATC Proposal.

Joint venture firms must complete and submit with their Proposal 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 Information for Determining Joint Venture Eligibility Form, along with an attached signed copy of the joint venture agreement, may result in disqualification of the Proposer's Proposal.

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Proposers must clearly reflect in its Proposal any Sub-Consultants proposed to be used for the Project, and provide for the Sub-Consultant, the same information required of the Proposer. This requirement also applies to Joint Ventures. 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 Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

It is the policy of the City that the Successful Proposer register as a vendor indicating the commodities/services which the Proposer can regularly supply to the City prior to award of a contract. The Proposer can register as a City vendor, via the internet at:

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

For any questions regarding vendor registration, contact the Procurement Department at (305) 416-1922. Proposers must be registered as a condition of award. It is the sole responsibility of the Proposer to insure that the registration is complete.

SECTION 5

EVALUATION/SELECTION PROCESS

A. EVALUATION PROCEDURES AND CONTRACT AWARD

The procedure for Proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals (Base Proposal and ATC Proposal).
3. Opening of Technical Proposals (Base and ATC Proposals) and listing of all Proposals received.
4. Preliminary review of each Technical Proposal (Base and ATC Proposals) by Procurement staff for compliance with the submission requirements of the RFP, including verification that each Proposal includes all required documents. Proposals may be found responsive or non-responsive upon completion of the preliminary review.
5. Initial review of ATC Technical Proposals by Consultant, who will prepare a report for the Evaluation/Selection Committee (Committee). This report will be used in conjunction with the written Technical Proposal at time of review by the Committee.
6. Review and due diligence performed by Procurement Staff, of Technical Proposal, to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
7. 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 Committee shall meet to evaluate each responsive Technical Proposal (Base and ATC) in accordance with the requirements of the RFP, and based upon the evaluation criteria specified herein. The Committee may, at its sole discretion, shortlist the Proposers.
8. At the Committee's sole discretion, the Proposers may 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.
9. Subsequent to completing the evaluation of the Technical Proposals (Base and ATC), and the oral presentations, if applicable, the sealed Price Proposal envelope/package will be opened by Procurement staff at the Committee meeting.
10. 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.

City of Miami

11. 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.
12. 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.
13. If the City Manager accepts the Committee's recommendations to negotiate, Procurement 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.
14. 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 enter into negotiations with the next highest ranked Proposer, and so forth, until a Contract is negotiated.
15. 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 CITP webpage:
<http://www.miamigov.com/CITP/ProcurementOpp.html>.
16. 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
 - 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 Proposals for Responsiveness:

Each Proposal (Base and ATC) will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows

City of Miami

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:

Proposals will be evaluated and ranked by a Committee, based on the criteria listed below. The 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</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	150
4. Design & Construction Approach and Process	150
5. Contract and Financial Compliance	100
6. Technical Capabilities	100
7. Price	300

SECTION 6

RFP PROPOSAL FORMS

6.1. RFP INFORMATION FORM

RFP NO.: 15-16-030

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 a 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

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 Proposal 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 PROPOSAL

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 Proposal 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 PROPOSAL

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 Proposal 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 PROPOSAL

**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 Proposal 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 PROPOSAL

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 Proposal 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 PROPOSAL

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-builder 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 Proposals.
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: _____

Attached please find a copy of the City of Miami Regulations approved by the City Commission relative to debarments/ suspensions.

***ADDITIONALLY, THIS FORM IS REQUIRED OF ALL SUBCONSULTANTS/SUBCONTRACTORS LISTED ON THE PROPOSER'S TEAM AND FORMS SIGNED BY A REPRESENTATIVE OF EACH FIRM SHALL BE SUBMITTED WITH THE PROPOSER'S RFP PACKAGE.**

The Successful Proposer 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 PROPOSAL FORMS

RFP NO.: 15-16-030

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 a 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, **Attachments A - G**. 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.

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 County 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 County 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 County. 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: _____