



**CITY OF MIAMI**  
**ADDENDUM NO. 2**

**November 10, 2008**

**MISCELLANEOUS ARCHITECTURAL SERVICES**  
**RFQ No. 08-09-001**

**TO: ALL PROSPECTIVE BIDDERS:**

The following changes, additions, clarifications, and deletions amend the above-captioned Request for Qualifications, and shall become an integral part of the proposal responses and the subsequent Agreement. Please note the contents herein and affix same to the documents you have on hand.

**Additions:**

Please find below a new Section of the Agreement A2.08, hereby created and incorporated into the Agreement, entitled "Design Criteria Professional (DCP):"

**A2.08 DESIGN CRITERIA PROFESSIONAL**

The Design Criteria Professional shall include those services in accordance with Section 287.055 Florida Statute and the following:

**A. Bidding**

1. Assist and make written recommendations to the City in the analysis of bids and in determining the lowest responsive bidder.
2. Attend pre-proposal conference.
3. Assist in responding to bidders' inquiries.
4. The DCP shall review, evaluate, approve and/or disapprove all requests for substitution by bidders for conformance with the Design Criteria.

**B. Design Phase**

1. The DCP shall review and approve all submittals of the Design-Build firm Construction Documents, including but not limited to 30% CD, 60%CD and 100% construction document, to ensure consistency of Design Criteria Package.
2. The DCP shall respond to all inquires and evaluate alternatives presented from the Design Builders for compliance with the Design Criteria Package.
3. The DCP shall monitor the Design-Builder's submittals and subsequent approvals by Building Department and other permitting agencies and utility companies having jurisdiction over the project.
4. By performing reviews, monitoring approvals and making recommendations, as described in items 1 through 3 above, the DCP does not assume the Design-Build firm's contractual

responsibility and professional liability, in whole or in part, for any design and/or contract documents prepared by the Design-Build A/E.

**C. Design-Builder's Construction Phase**

1. The DCP shall monitor that the Design-Build firm ascertain compliance with the Design Criteria Package and all approved submittals.
2. The DCP shall review and evaluate in a timely manner substitution proposed by the Design-Build firm, for conformance with the Design-Criteria and incorporate them into the Design Criteria Package.
3. The DCP shall review the Design-Build firm's submittals such as samples, schedules, shop drawings and other submissions for conformance with the Design Criteria Package.
4. The DCP shall evaluate the material and/or workmanship for conformance with the Design-Build Contract Document, evaluate quality control testing reports, advise the Design-Build firm and the City immediately of any unacceptable materials and workmanship that the DCP may discover and ensure that the Design-Build firm take appropriate action to remedy unacceptable conditions.
5. The DCP shall review design/construction schedules, look-ahead schedules, daily reports, and meeting minutes from the Design-Build firm for potential issues that will adversely impact the Project. The DCP will take the lead in the resolution of issues and provide alternative solutions and recommendation to the City. The DCP will provide a bi-weekly written report to the City's Project Manager.
6. The DCP shall visit the site bi-weekly, at a minimum and provide a written report with its findings and recommendations.
7. DCP shall approve or reject as applicable Design-Build firm's applications for payment.
8. Upon notification from the Design-Build firm that the project is substantially complete including, but not limited to, all Life Safety Standards, the DCP shall promptly do the following:
  - Conduct inspections to determine the date or dates of substantial completion of the project. If the project is found substantially complete and in accordance with the Design-Build Contract Document, the DCP shall then certify that to the best of the DCP's knowledge and professional judgment that the Project has been constructed in accordance with the Contract Documents, and shall furnish such other documentation as required by applicable laws or regulations. If the project is deemed to be not substantially complete, the DCP shall notify the Design-Build firm and the City in writing of the deficiencies and shall verify the Design-Build firm's corrections of the deficiencies, as required, and shall then certify as stated above.
  - Upon certification by the DCP that substantial completion has been achieved, the City representatives, accompanied by the DCP, shall perform a substantial completion inspection of the project. If deficiencies are still found, the DCP shall assemble a punch list of comments from any participants representing the City in the inspection and shall evaluate each comment to determine whether or not they are part of the Construction Documents.
  - The DCP shall provide to the Design-Build firm the City's official punch list, which shall include all trades, within twenty (20) Calendar days, and shall verify the correction of the punch list items. After the Design-Build firm correct all punch list items, the DCP shall verify completion.

- If the DCP finds the project to be complete and acceptable, the DCP shall obtain the City's approval to inform the Design-Build firm of acceptance and commencement of warranty period. The DCP shall assist the City with respect to the Final Completion and occupancy Inspection by Building Department.
  - Upon final completion of the project, the DCP shall assist the City in closeout of the project, obtaining from the Design-Builder's A/E all required submittal, such as signed and seal as built drawings, warranties, final survey operation and maintenance manuals, releases of claims, verification of punch list completion by contractor, final inspection and certificate of occupancy by Building Department, completing any remaining contract change orders and review of the final payment application. The DCP shall obtain from the Design-Builder's A/E certification that, to the best of the A/E knowledge and belief, no asbestos-containing building material (ACBM) was specified for, or was used in the construction of the project.
9. The DCP shall assist the City in the resolution of any disputes or claims that may arise from between the City and the Design Build firm.

**Requests for Information:**

Question	1	Section 4.1 (A5) requests completion of GSA Form 330 for each project, please clarify?
Response	1	Please disregard any references to each project.
Question	2	What is the City's intent for requiring a corporate resolution and will corporate "bylaws" suffice?
Response	2	Corporations are required to file with the State of Florida a corporate resolution stating who the officers of the firm are. The intent of requesting a corporate resolution is to identify who are the owners or officers of the firm. Corporate bylaws will suffice as long as it states who the officers of the firm are.
Question	3	Where does the RFQ list the disciplines that must be on the team in addition to the Architect (i.e., Structural engineer, landscape architect, etc.)?
Response	3	There are no specific requirements. Each Proposer is expected to submit a proposal that best represents their team and addresses all aspects of the RFQ.
Question	4	Section 6.3-Debarment & Suspension Form has a draft watermark. Please advise if this form should be completed as is.
Response	4	Please use the attached Debarment & Suspension Form.
Question	5	As stated in Section 4.2.1 of the RFQ, all Proposers must be registered as bidder/vendor prior to submitting their response. Is this also a requirement for the sub-consultants?
Response	5	No. Only the <u>Proposer</u> must be registered with the City.
Question	6	Please clarify the placement of the SF330 in the submittal. Should the Proposer's complete SF330 be placed in Section 4.1 (A4) and a complete SF330 for each proposed sub-consultant be placed in 4.1 (A5)?

Answer	6	Provide complete SF330 in both Sections. Section 4.1 (A4) as it applies to the Prime Proposer and Section 4.1 (A5) as it applies to the Sub-Consultants.
Question	8	Can a font smaller than 12 pt be used on the SF 330 form and 12 pt throughout the remainder of the submittal?
Answer	8	You may use as small as 11 pt font on the SF 330, but a 12 pt font is still required for the rest of the submittal.
Question	9	<p>Section 4.1 (A-4) – <i>Qualifications of the Firm</i> - requires standard Form 330 which includes example projects which best illustrate the proposed teams qualifications for the contract. The forms ask for project owner information as well as description of the project.</p> <p>Section 4.1 (A-8) – <i>Experience for Project manager</i> – also requires a list of projects including client name and description of project.</p> <p>Section 4.1 (A-9) – <i>Project Experience Past Five Years</i> – also requires a list of projects with client name, description and other specified information.</p> <p>Is it expected that the projects listed in each of these sections be repeated?</p>
Answer	9	Yes.

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




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Gary Fabrikant  
Assistant Director  
Capital Improvements Program

This addendum should be signed and dated by the proposer and submitted as proof of receipt with the submission of proposals. The proposer by identifying the addendum number in their proposal and by signing and submission of their proposal shall serve as proof of receipt of this addendum.

NAME OF FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### 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 from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

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

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.

(c) Certification:

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

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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