



CITY OF MIAMI

ADDENDUM NO. 2

August 28, 2009

DESIGN-BUILD SERVICES FOR THE DESIGN AND CONSTRUCTION AT GIBSON PARK

RFP NUMBER

08-09-064

TO: ALL PROSPECTIVE PROPOSERS:

The following changes, additions, clarifications, and deletions amend the above-captioned Request for Proposals, 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.

Please read all information carefully

Extension of Submittal Date:

The RFP submittal date of Friday, September 11, 2009, at 2:00 PM, has been changed. The new date and time is **Friday, September 18, 2009 at 2:00 PM.**

Revisions to Addendum No. 1

Addendum 1, under "3.5 Minimum Qualification Requirements", the 2nd sentence of the 2nd paragraph is revised as follows: The General Contractor **or Building Contactor** must possess a minimum of five (5) years experience under its current business name, being the prime contractor on Design-Build projects with a proven record of successfully completing projects.

In Addendum 1, the following paragraph is revised as follows:

Article B Evaluation Criteria – Bonus Evaluation Points omitted the following criteria:

In addition to the above Proposers will be awarded additional points based on the following (maximum 2 4 points):

- Design-Build Firm and the Primary Consultant have worked together to successfully complete more than one (1) park project 2 points
- Proposer has successfully completed three (3) or more design-build projects 1 point
- One or more park project as defined by the RFP, which also includes a pool 1 point

Revisions to RFP Documents

The following revisions have been made to the RFP document issued and posted on August 10, 2009:

Revisions to RFP Documents

The following revisions have been made to the RFP document issued and posted on August 10, 2009:

SECTION 4 - 4.0.: INSTRUCTIONS FOR SUBMITTING A RESPONSE

7. Evaluation of Price Proposal

- The Price Proposal submission will be assigned a maximum of twenty five (25) ~~fifteen (15)~~ points by each Evaluation Committee member, with the price for Phase 1 of the Project having a maximum of fifteen (15) points and Phase II having a maximum of ten (10) points.

Clarification

SECTION 5.0 EVALUATION/SELECTION PROCESS

B. Bonus Evaluation Points

In addition to the above Proposers will be awarded additional points based on the following. A Proposer may receive a maximum of 7 11 points.

1. **Use of Certified Subcontractors (maximum 4 points) ***

Utilization of Certified Subcontractors less than 5% of the construction value	0 points
Utilization of Certified Subcontractors between 5% & 10% Of the construction value	1 point
Utilization of Certified Subcontractors between >10% & 15% Of the construction value	2 points
Utilization of Certified Subcontractors between of >15% & 20% of the construction value	3 points
Utilization of Certified Subcontractors in excess of 20% of the construction value	4 points
2. **Completion of LEED Certified Projects (maximum 3 points) ***
 - Proposer has successfully completed a LEED Silver or greater project 1 point
 - Proposer & Prime Design Firm have together successfully completed LEED Silver or greater project 2 points

Revisions to the Contract (Attachment B)

The following revisions/additions have been made to the Agreement issued and document posted on August 10, 2009.

The Agreement document states the following:

15. Project Laboratory Testing Services (page 77)

“The City shall provide and pay for all Project Laboratory Services to perform quality assurance and quality control testing, except for those that may be required by regulatory agencies, which the Design-Build Firm shall be required to provide and pay. Design-Build Firm shall be responsible for the costs associated with all retesting due to the product or Work failing a test. Costs for such retests shall be deducted from pending invoices.”

This section is replaced with the following: The Design-Build Firm shall provide and pay for all Project Laboratory Testing Services to perform regulatory required testing, quality assurance, and quality control testing. The Design-Build Firm is also responsible for all re-testing where the Work or materials fail a test. The City at its sole discretion may conduct separate independent testing for verification purposes. In instances where the City’s testing does not verify the testing provided by the Design-Build Firm, the Design-Build Firm shall arrange for re-testing of the Work or replacement of the Work at its own cost. Where the Design-Build Firm has re-testing performed the City’s Project Manager shall be notified in advance of such testing. Should such testing confirm the City’s findings the Design-Build Firm shall replace or correct all Work necessary to ensure compliance with the Contract Documents. In such instances all re-testing, re-work, and delays are the sole responsibility of the Design-Build Firm. Any delays or costs to the Design-Build Firm for testing or re-work that may result shall not form the basis for any claim by the Design-Build Firm. Design-Build Firm shall be responsible for the costs associated with all testing by the City where the Work is found to not be in compliance with the Contract Documents. Costs for such retests shall be deducted from pending invoices.

The following new articles are added to Section 1, General Terms and Conditions

123. Subcontractors

A Subcontractor is any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Design-Build Firm. Design-Build Firm shall be solely responsible for and have control over the Subcontractors.

All subcontracts shall:

- require each Subcontractor to be bound to the Design-Build Firm to the same extent Design-Build Firm is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Construction Work to be performed by the Subcontractor;

- require the Subcontractor to indemnify and hold harmless the City, its officers, agents, directors, and employees, and instrumentalities as provided in this Contract.
- provide that the City will be an additional indemnified party of the subcontract;
- a provision requiring Subcontractor to maintain insurance in accordance with the Contract Documents;
- provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor except workman's' compensation;
- a provision that such Subcontract shall be terminable for default or convenience upon ten (10) days' prior written notice by Design-Build Firm;
- a provision that neither Design-Build Firm nor such Subcontractor shall have the right to require arbitration of any disputes in those cases where the City (or its assignee) is a party;
- a provision that Subcontractor shall promptly notify the City (with a copy to Design-Build Firm) of any default of Design-Build Firm under the Subcontract, whether as to payment or otherwise;
- a provision that Design-Build Firm and Subcontractor acknowledge that (i) it is entering into a contract for the construction of a public building as contemplated in Chapter 255, Florida Statutes, and (ii) it has no right to file a construction lien against the Work or the Project and agrees to include a similar requirement in any purchase order or subcontract entered into by Subcontractor;
- provisions that Subcontractor shall comply with all applicable laws (including prompt payment) and the City requirements as set forth in the Contract and maintain all files, records, accounts of expenditures for Subcontractor's portion of the Work to the standards set forth in the Contract.
- a provision that the City may, at reasonable times, contact Subcontractor, after notice to Design-Build Firm, to discuss, or obtain a written report of, Subcontractor's services, with Design-Build Firm entitled to be present during any such discussions; provided that in no event shall Subcontractor take instructions directly from the City;
- a requirement that Subcontractor promptly disclose to the City and Design-Build Firm any defect, omission, error or deficiency in the Contract Documents or the Work about which it has knowledge;

Subcontractor(s) must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the Subcontractor(s) shall assign and name a qualified employee for scheduling direction for its Work.

Design-Build Firm shall be fully responsible for all acts and omissions of its Subcontractor and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Design-Build Firm is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor

and City or any obligation on the part of City to pay or to see the payment of any monies due any Subcontractor. City may furnish to any subcontractor evidence of amounts paid to Design-Build Firm on account of specific work performed.

Design-Build Firm shall be required to comply with all City requirements for Subcontractor utilization reports.

Design-Build Firm agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

If Design-Build Firm requires a Subcontractor to obtain performance and payment bonds, then such bonds shall name the Design-Build Firm and the City as co-obligees, shall cover all warranties and guarantees of the Subcontractor and shall comply with all bond requirements under this Contract.

Construction Manager shall require all Subcontractor agreements to include a provision that they will indemnify and hold harmless the City, its officers, agents, directors, and employees, and instrumentalities as herein provided.

124. Warranty of Materials and Equipment

Construction Manager warrants to City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

125. Loss & Damage to Property

Construction Manager shall accept full responsibility for Work against all losses or damages of whatever nature sustained until Final Acceptance by City, and shall promptly repair or replace, at no additional cost to the City any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Construction Manager shall accept full responsibility for Work against all losses or damages of whatever nature sustained until Final Acceptance by City, and shall promptly repair or replace, at no additional cost to the City, and to the satisfaction of the City's Project Manager, any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Lawn Areas - All lawn areas disturbed by construction shall be replaced with like kind to a condition similar or equal to that existing before construction. Where sod is to be removed,

it shall be carefully removed, and the same resodded, or the area where sod has been removed shall be restored with new sod in the manner described in the applicable section. Fences - Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Construction Manager, and shall be left in as good a condition as before the starting of the work.

Where fencing, walls, shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Construction Manager shall, after completion of the work, replace or restore to the original condition all such destroyed or damaged landscaping and improvements.

The Construction Manager shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project duration. The Construction Manager shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

126. Audit Rights

Construction Manager's records which shall include but not be limited to accounting records, payroll time sheets, cancelled payroll checks, W-2's, 1099's, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all the foregoing hereinafter referred to as "records" shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Otherwise, for the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the Work, and until 5 years after the date of final payment by the City to Construction Manager pursuant to this Agreement.

The City's agent or its authorized representative shall have access to the Construction

Manager's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this provision. The City or its authorized representative shall give auditees reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with this Article discloses overcharges in excess of 1% except negotiated fees by the Construction Manager to the City, the actual cost of the City's audit shall be paid by the Construction Manager. If the audit discloses contract billing or charges to which Construction Manager is not contractually entitled, Construction Manager shall pay over to the City said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

Changes to Bid Forms

PRICE FORM (page 90): (Page 2 of 9)

Revised as follows: Note: Bidders are **bidding on a** Guaranteed Maximum Price basis ~~for the purpose of determining the lowest responsive and responsible bidder.~~

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



Gary Fabrikant
Assistant Director
Department of Capital Improvements Program

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

NAME OF FIRM: _____

SIGNATURE: _____

DATE: _____