



REQUEST FOR PROPOSAL

RFP # 45-08-15

Winson Water Treatment Plant Reliability Improvements

RESPONSES ARE DUE NO LATER THAN

**September 30, 2015 at 3:00 PM (Local Time)
AT**

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116**

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Contact Person: Shannon Graham
Email: purchasing@northmiamifl.gov | Phone: (305) 895-9886



SUBJECT: The purpose of this Request for Proposal is to provide Construction Management at Risk services for the improvement projects at the Winson Water Plant referred to as the "Winson Water Treatment Plant Reliability Improvements."

Please submit an original proposal, one (1) USB drive and three (3) copies in response to this Request for Proposal (RFP). The Proposals are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the RFP no later than 3:00 P.M. local time **September 30, 2015**. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

RFP # 45-08-15
Winson Water Treatment Plant Reliability Improvements

The City's tentative schedule for this Request for Proposal is as follows:

Cut- off Date for Questions:	September 10, 2015
Opening of Proposals:	September 30, 2015
Proposal Evaluations:	TBD

The City reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

The City of North Miami reserves the right to reject any or all Proposals with or without cause; to waive any and all irregularities with regard to the specifications and to make awards in the best interest of the City.

Please be advised that solicitations(s) issued are subject to the City of North Miami Code of Silence, City Code Section 7-193, prohibiting certain communications with the City as completely specified in General Conditions of the Proposal.

We look forward to your active participation in this solicitation.

Sincerely,

Shannon Graham

Shannon Graham, CPPO
Procurement Manager

Table of Contents

Section	Page
1.0 General Guidelines and Information.....	5
2.0 Special Conditions	12
3.0 Scope of Work	21
4.0 Proposal Format	24

Attachments

Attachment 1	<u>Proposal Form</u>
Attachment 2	<u>Complete Construction Documents</u> (CD: drawings and specifications) (must be picked up) Volume A – Filter Rehab (General, Civil, Mechanical, Instrumentation, Structural and Electrical) Volume B – WTP Rehab (General, Civil, Mechanical and Structural) Volume C – WTP Rehab (Architectural, Instrumentation, Electrical, HVAC, Plumbing, Landscaping and Irrigation) Specifications – Volume 1 Specifications – Volume 2 Specifications – Volume 3 Specifications – Volume 4
Attachment 3	<u>Exhibits</u> Exhibit 1 - Geotechnical Report Exhibit 2 - Lead Report Exhibit 3 - Asbestos Report Exhibit 4 - Inspection Report for 750,000 Gallon Tank Exhibit 5 - Inspection Report for 1.5 Million Gallon Tank Exhibit 6 - Inspection Report for Clearwell Exhibit 7 - Basis of Design Report Exhibit 8 - Filter Rehab - Florida Department of Health Permit Exhibit 9 - DRC Site Plan Approval Exhibit 10 - Design Criteria Exhibit 11 - Record Drawings

- Attachment 4 SRF Documents
General Conditions for State Assisted Water Projects Under
Section 403.8532, Florida Statutes
Supplementary Conditions (Construction Procurement) – Exhibit
Water-03Lh
- Attachment 5 Draft Contract
- Attachment 6 FDOH Permit Number 127614-065-WC/M1

All of the City of North Miami contract forms are fill-inable and can be found on our website at:

<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

- [Form A-1](#) Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- [Form A-2](#) Non-Collusive Proposal Certificate
- [Form A-3](#) Local Preference Affidavit (May be curtailed if federal funds are used).
- [Form A-4](#) Questionnaire Instructions
- [Form A-5](#) Addendum to Proposal Documents
- [Form A-6](#) Proposer's Disclosure of Subcontractors and Supplies
- [Form A-8](#) Statement of No Response
- [Form A-14](#) Reference

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill – in forms. Please ensure to include all applicable forms with your bid documents signed and notarized as required. Emailed forms will not be accepted.

Section 1.0 Instructions to Proposers / General Terms and Conditions

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive Officer of the City or his designee.
- d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including change orders and amendments, containing terms and obligations governing the relationship between the City and the Contractor.
- e) "Contractor" or "Vendor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.
- f) "Department" means a department of the City of North Miami, as may be designated herein.
- g) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- h) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
- i) "Project" is the total sum of all Work and Services to be performed under a Contract for Construction Manager at Risk services for the City of North Miami.
- j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.
- k) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- l) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.
- m) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Vendor in fulfilling its obligations to the City, under a Contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or assigned (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any

intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Vendor shall be liable for the payment of all applicable taxes incurred as a result of providing the Construction Management Services and responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified

on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City Manager will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all

Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection/evaluation committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal 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 the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Proposals.

1.24 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Contract negotiations, public presentations made to the City Council during any duly noticed public

meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager (**See "Form A-6"**).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page

number in this RFP. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY / CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall respond in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to Respondents that Subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.36 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.37 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.38 LATE SUBMISSIONS

The City Manager will not accept Proposals received after opening time and encourages early submittal.

1.39 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.41 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.42 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

END OF SECTION 1

Section 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami seeks to hire a Construction Management company to provide comprehensive Pre-construction and Construction Services. This project will be for a Managing General Contractor (MGC) to provide Construction Manager at Risk (CM) Services.

The subject project includes preconstruction services, and construction management services for improvements at the Winson Water Treatment Plant that consist of three (3) work packages that are at various stages of design completion. It is anticipated that additional design may be required by various regulatory agencies following permitting efforts by the CMAR and design engineer. Only Work Package #1 has been through the "Dry Run" process with the Building Department.

Work Package #1, "Volume A: Filter Rehab" (95% complete)

Work Package #3, "Volumes B and C: WTP Rehab" (95% complete)

Work Package #4, "Volume D: GST" (10% complete)

2.2 CONTACT PERSON

For any information regarding the specifications and requirements of this RFP, contact: Shannon Graham via email at purchasing@northmiamifl.gov.

Any questions or clarifications concerning this RFP shall be submitted in writing by mail or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161 email at purchasing@northmiamifl.gov. The RFP title/number shall be referenced on all correspondence. All questions must be received no later than September 10, 2015 **at 3:00 PM**. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED WRITTEN, VERBALLY OR AFTER SAID DEADLINE.**

2.3 METHOD OF AWARD

A committee of five (5) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all proposals. The committee will be comprised of appropriate City personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. The Committee's initial evaluation of proposals shall be on the basis of the specific project need and the professional services offered by the Respondent in accordance with those criteria listed below.

2.4 CRITERIA SCORING

Criteria will be scored on a scale of "0" to "100" per evaluator with the maximum number of points available for each criterion as noted in this section. The total maximum number of

points to be scored under this process is 500, unless presentations are requested. Scoring is based on a point total per evaluator and not a percentage.

Proposals will be evaluated based on the criteria below:

1. Guaranteed Maximum Price (30 Points)
2. Methodology/Approach (10 Points)
3. Ability of Firm and Personnel (20 points)
4. Past Performance for Construction of Water Plant Improvement Projects of Similar Size (20 Points)
5. Past Performance for Alternative Delivery of Construction Projects (20 Points)
6. Presentations (If Required) (20 Points)

Total Points = **100 or 120 with Presentations**

Award will be made to the Respondent who submits the overall Proposal that is determined to provide the best value to the City. Any contract resulting from this solicitation will be in the form acceptable to the City.

2.5 TERM OF CONTRACT – UPON ACCEPTANCE OF SERVICES

The performance period under this contract shall commence upon the date of the Notice to Proceed and shall remain in effect until such time as the services acquired in conjunction with this solicitation and resulting contract have been delivered and completed, and accepted by the City's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods. The Sequence of Work will be as outlined in Division 1, Section 01010, Summary of Work in the Technical Specifications provided as Attachment 2 of this solicitation.

2.6 COMPLETION TIME

Respondent(s) shall start the project within ten (10) days after written Notice to Proceed and shall complete the work within the negotiated time period.

The City seeks accurate and timely construction services. The awarded Respondent must adhere to the construction schedule approved by the City. The construction schedule must include considerations for pre-construction services and each Work Package. If, in the opinion of the City, the successful Respondent fails at any time to meet the requirements herein, then the Contract may be subject liquidated damages.

2.7 GUARANTEED MAXIMUM PRICE NOT EXCEEDED FOR TERM OF CONTRACT

If the Respondent is awarded a contract under this RFP, the Guaranteed Maximum Price will be the Guaranteed Maximum Price that will not be exceeded during the term of this contract. A percentage fee for overhead, profit as well as other pertinent fees is part of the Price Proposal. This fee shall be for the life of the Project and the total cost

of this project shall not exceed the budgeted amount. The City, at its sole discretion, may elect not to award any contracts.

2.8 PRICE PROPOSAL

Respondents shall submit a price proposal inclusive of all labor, equipment, materials needed to furnish, deliver, erect, install and connect completely all of the material and appliances described herein and in the drawing, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete (completion of all Work Packages), and to leave the area(s) in a condition acceptable to the City. The Guaranteed Maximum Price submitted in the price proposal shall also include pre-construction services.

2.9 SITE INSPECTION

Prior to submitting a Proposal, Respondent is required to visit the site of the proposed construction and to become familiar with any conditions which may in any manner, affect the construction to be done or affect the equipment, materials and labor required. The Respondent is also required to examine carefully the drawings/specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.10 INSURANCE (See Form A-7)

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the City prior to contract execution and/or before any work begins.

The Respondent shall provide and maintain at all times during the term of any contract, without cost or expense to the City, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the City, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the City at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000
- Professional Liability (Errors and Omissions) Insurance:

1. \$2,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible not to exceed \$25,000.00 per claim.
 2. Claims made policies must have an extended reporting period of two years; occurrence based policy is the preferred option.
 3. In regards to deductible or Self Insured Retention (SIR) Programs, an Irrevocable Letter of Credit or performance Bond for amount of the SIR/deductible is required.
- Commercial General Liability Insurance - \$2,000,000 for each occurrence / \$5,000,000 general aggregate including, personal advertising injury and products / completed operations
 - Automobile Liability Insurance - \$2,000,000 combined single limit per claim/ aggregate coverage for Bodily Injury and Property Damage
 - Builders Risk Insurance - \$2,000,000 per claim / aggregate coverage with the City of North Miami listed as “named insured”.

The successful Respondent(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured, Automobile Coverage and Commercial General Liability Insurance. Consultant shall guarantee all required insurances remain current and in effect throughout the term of contract.

2.11 PERFORMANCE & PAYMENT BOND

The **successful** Respondent will be required to furnish to the City of North Miami, a Performance Bond and Payment Bond for 100% of the total project to be in the form of a Cashier’s Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 255.05; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of North Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Respondent.

2.12 LIQUIDATED DAMAGES

The Respondent shall pay the City the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day of unexcused delay in achieving Substantial Completion or in delivering Services in accordance with the specifications to the satisfaction of the City beyond the date set forth in the Contract documents for each phase, if phased, or the project, if not phased.

Respondent and City acknowledge that any sums due and payable hereunder by the Respondent shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the City. If the City reasonably believes in its discretion that Substantial Completion will be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when in the City's discretion the Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the City shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

Per Division 1 of the Technical Specifications, if the Contractor fails to complete the requisite filter basin upgrade work during the noted 200 cumulative day period, it shall be responsible for payment of City water purchases (estimated at \$3,400 per calendar day for one filter out of service and \$6,800 for two filters out of service) for any additional days beyond the 200 cumulative day filter shutdown period allowed by the contract until the work is completed. This payment shall be deducted from the Contractors pay request accordingly.

2.13 CONDITIONS OF WORK

If property (public or private) is damaged while performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Respondent in a manner acceptable to the City of North Miami. Such property shall include but not limited to: roads, driveways, approaches, sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Respondent shall submit to the Project Manager/Public Works Department and Consultant for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the Respondent to make repairs.

2.14 WARRANTY

In addition to any manufacturer or subcontractor warranties or guarantees, the Construction Manager (CM) shall warranty the construction including all building materials and labor for a period of one (1) year after the date of completion and acceptance by the City. The CM is responsible for securing warranties and guarantees from the subcontractors and or any material suppliers for any materials, equipment, or fixtures to be incorporated into the project

An update to the existing Operations and Maintenance Manual shall be compiled by the CM and supplied to the City upon completion the work for all Work Packages as required in Division 1 of the Technical Specifications. Manual should include but not be limited to the following: building system instruction manuals, building system warranties, and as built drawings/diagrams.

2.16 PERMITS

Respondent shall obtain all necessary permits from the City of North Miami, the State of Florida, Miami-Dade County Fire, Miami-Dade County DERM, Miami-Dade County Water and Sewer and/or any other permits required for the specific project. The respondent shall also comply with all requirements and specific conditions of any existing permits. Florida Department of Health Permit Number 127614-065-WC/M1 for Work Package #1 to rehabilitate the existing four filters at the Winson Water Treatment Plant is in the possession of the City. Only Work Package #1 has been through the "Dry Run" process with the Building Department.

The successful Respondent shall be responsible for the full payment of all impact and permit fees to authorities having jurisdiction.

2.17 EVALUATION PROCEDURES

The Respondent shall provide **one (1) original, one (1) USB drive and three (3) copies** of the Respondent's response to the RFP and shall be submitted no later than **3:00 pm (EST) on September 30, 2015**. Proposals received after that day and time will be returned to the Respondent unopened and deemed as non-responsive. Proposals are to be labeled and delivered to:

**RFP 45-08-15 – Construction Management at Risk Services for the
Upgrades to the Winson Water Plant**

City of North Miami
Office of the City Clerk
776 NE 125th Street
North Miami, FL 33161

Packages must be received no later than 3:00 PM local time.

2.18 REVIEW OF PROPOSALS

The City will not allow any requests for documents or reviews of submittals until five (5) days after all presentations are completed. After said time, Contractors may request documents or make an appointment to review submittals and presentations.

The Purchasing Department delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. Agency staff will prepare an analysis report which includes a matrix of responses submitted by the firms. This may include a technical review, if applicable.

Staff will also identify any incomplete responses. The Director of Purchasing will review the information provided in the matrix and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP. The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

At any time prior to award, the awarding authority may find that a Respondent is not responsible to receive a particular award.

The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or

administrative hearing officer or tribunal of competent jurisdiction that the Respondent has breached or failed to perform a contract, claims history of the Respondent, performance history on a City contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an Respondent.

At the discretion of the Evaluation Committee (EC), they may elect to ask questions during the performance of their review process, it is strongly encouraged that Proposers attend the Evaluation meeting.

Presentations

All firms that are found to be both responsive and responsible to the requirements of the RFP may have an opportunity to make an oral presentation to the EC during the Final Evaluation on the firm's approach to this project and the firm's ability to perform. The EC may provide a list of subject matter for the discussion. The firms will have equal time to present but the question- and-answer time may vary.

Pricing

Unchecked boxes do not apply to this solicitation.

- Pricing will not be a scoring factor in the evaluation process.
- Price will be considered in the final evaluation and rating of the qualified firms. Included in this RFP solicitation is a Price Proposal Form which must be completed and returned with the RFP Submittal at the time of the opening deadline.

Negotiation and Award

The Purchasing Negotiator, assisted by City staff, will attempt to negotiate a contract with the first ranked firm. If an impasse occurs, the City ceases negotiation with the firm and begins negotiations with the next-ranked firm. The final negotiated contract will be forwarded by the Negotiator to the Evaluation Committee for approval, if required by the Committee, or to the awarding authority for approval.

Negotiations

It is the City's intent to conduct the first negotiation meeting no later than two (2) weeks after approval of the final ranking as recommended by the Committee. At least one of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm.

If three (3) or fewer responses are received, a combination Initial and Final Evaluation Meeting may be held on TBD.

Responsiveness Criteria

The definition of a Responsive Proposer means a person who has submitted a proposal which conforms in all material respects to a solicitation. The proposal of a Responsive Proposer must be submitted on the required forms, which contain all required information,

signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below, at the time of submittal opening may result in a recommendation of non-responsiveness by the Director of Purchasing. The Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The City reserves the right to waive minor technicalities or irregularities as is in the best interest of the City.

Bond Requirements

All firms responding to the RFP must include with their submission a Proposal Bond, in the amount of \$10,000 executed by a surety company meeting the qualifications for surety companies. The Proposal bond must be an original, no photocopies will be accepted.

The Proposal Bond must be payable to the City of North Miami, and conditioned upon and guaranteeing firm will continue through the selection process until an award is made. The bond shall be forfeited to the City if the firm fails to continue through the process until an award is made. In lieu of the bond, the following will be acceptable: cash, money order, certified check, cashier's check, payment guaranty form irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Proposer shall not be deemed a valid bond guaranty.

A Proposal Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

Insurance Requirements – See Section 2

Responsibility Criteria

The definition of Responsible Proposer or Respondent means a Respondent who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Evaluation Committee will recommend to the awarding authority a determination of a firm's responsibility. At any time prior to award, the awarding authority may find that an Respondent is not responsible to receive a particular award. The following criteria shall be evaluated in making a determination of responsibility:

1. Litigation History

Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Director of Purchasing.

2. Authority to Conduct Business in Florida

A Florida corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than 3 business days from request of the Purchasing Department.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida. If not with its response, such evidence must be submitted to the City no later than 3 business days from request of the Purchasing Department.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than 3 business days from request of the Purchasing Department. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than 3 business days from request of the Purchasing Department.

3. Licensing Requirements

The Managing General Contractor needed for the Construction Manager at Risk Project must possess one (1) of the following licenses and State Registration (as applicable), and provide such to County as follows:

STATE: CERTIFIED GENERAL CONTRACTOR;

**OR COUNTY: REGISTERED GENERAL CONTRACTOR:
Class A Unlimited General Contractor**

A Joint Venture is required to provide evidence that at least one of the Joint Venture partners hold the specified license as indicated above.

4. Construction Manager Business Continuity Requirement

The Construction Manager must have been in continuous business for a minimum of five (5) years. If the Construction Manager is a joint venture, at least one of the companies comprising the joint venture or partnership must have been in continuous business for a minimum of five (5) years.

End of Section 2.0

Section 3.0 SCOPE OF WORK

3.1 OVERVIEW

The Construction Management company shall provide comprehensive Pre-construction and Construction Services. This project will be for a Managing General Contractor (MGC) to provide Construction Manager at Risk (CM) Services.

The subject project includes preconstruction services, and construction management services for improvements at the Winson Water Treatment Plant that consist of three (3) work packages that are at various stages of design completion. It is anticipated that additional design may be required by various regulatory agencies following permitting efforts by the CMAR and design engineer. Only Work Package #1 has been through the "Dry Run" process with the Building Department.

Work Package #1, "Volume A: Filter Rehab" (95% complete)

Work Package #3, "Volumes B and C: WTP Rehab" (95% complete)

Work Package #4, "Volume D: GST" (10% complete)

The site for the work is the City of North Miami - Winson Water Plant is located 12100 NW 11 AVE, North Miami, FL 33168.

3.2 GENERAL DUTIES

The CM shall provide overall coordination, management, supervision and scheduling of the work of each contractor/subcontractor and of the work of all separate multi-prime contractors with each other and with the activities and responsibilities of the CM and the Architect/Engineer so as to complete the project in accordance with City's objectives of safety, cost, time and quality. The CM shall maintain accurate records for the City to include direct and indirect costs of services and equipment, direct purchases and both bidding and construction time lines. Other general duties of the CM shall include but not be limited to the following:

- Prepare an overall Construction Management Plan for the project
- Budget cost estimating
- Attend City and design related meetings
- Prepare estimates and scheduling data
- Identify potential defects or ambiguities in design documents and recommending alternatives
- Ensure quality control and value engineered drawings and specifications to construct the project at or below the authorized budget amount
- Project cost control
- Obtain construction related permitting
- Ensure job site safety
- Hold weekly progress meetings with the City, design professionals and trade contractors
- Provide all construction management and be responsible for the daily activities of the project
- Ensure construction meets design guidelines
- Guarantee the quality of construction
- Correct deficiencies in performance, scheduling or materials

- Provide project close out documents
- Assist City with construction cost details/breakdowns for grant funding

The CM scope of basic and additional services shall be detailed and subject to a final determination of the project scope and size and careful negotiation and coordination between the selected CM and City staff.

3.3 BID SOLICITATIONS

The CM shall demonstrate to the City, attempts to secure the receipt of viable and accurate bids from at least three (3) responsive and responsible contractors/vendors well-experienced in the specific work being solicited with at least one (1) of these responses being from the City of North Miami (**North Miami based vendors being defined as a firm licensed to do business in Miami-Dade County with a business headquarters that has a physical address within the City of North Miami**). Should an item or trade be perceived to not have the degree of viable available competition to allow for receipt of responses in the quantity and manner expressed above, the CM shall provide the City an exclusion letter documenting the market survey effort that led to that conclusion. This letter shall be provided to the City's Purchasing Department office at least five (5) business days prior to the issuance of bidding documents to the vendor community.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

The budgeted amount for this project is Twenty-Two Million dollars. The CM shall demonstrate their ability to provide a GMP Proposal to the City upon review of the documentation provided. The GMP Proposal must be prepared in accordance with the guidelines and delivered in the format specified by the RFP (**See Attachment 1 – Proposal Form**).

After appropriate general review, and comparison of the initial cost proposal proposed by the CM with the City's projected budget, the City may accept or reject the cost proposal by the CM, or attempt to negotiate its amount and its terms and conditions with the CM. An initial proposed cost in excess of 1% of the projected budget shall serve as cause for rejection or negotiation of the initial project cost proposed by the CM. If the City rejects the Proposal submitted by the CM, or the parties are unable to reach an agreement on a negotiated GMP; the City may elect to utilize the services of an independent cost estimator to determine whether the initial or negotiated GMP proposed by the CM is accurate and realistic. If the independent estimate supports a determination that the GMP value is accurate and realistic, the design architect shall be tasked by the City to revise the plans to support preparation of a GMP that falls within 1% of the projected project budget. If the independent estimate supports a determination that the GMP value proposed by the CM is not accurate and realistic, the City may then terminate the contract with the CM without payment.

At such time the project cost preparation process results in a mutually agreeable GMP value, the City will document its acceptance thereof in writing and both parties shall execute a contract amendment for the project that incorporates the GMP and its supporting documents into the contract.

The final GMP shall be agreed upon once design and permitting has been completed for Work Packages #1 and #3.

3.5 BONDS

Performance and Payment Bonds shall be provided by the CM as specified in the RFP resulting from this solicitation. The tentative terms and conditions in this regard are:

Within ten (10) business days after the GMP is agreed to by City and CM, the CM shall provide Owner with Performance and Payment Bonds in the amount of 100% of the total sum of the GMP, the costs of which and all associated costs including recording fees are to be paid by CM and are to be part of the GMP Proposal.

3.6 CONSTRUCTION MANAGEMENT FEES

The CM will demonstrate how the CM fees will be established. Construction Management Fee shall include the Pre-construction Services Fee and all costs, including overhead and profit, associated with the construction of the project including General Conditions which will be itemized and documented in the GMP. General Conditions shall be limited to the following: security costs, temporary facilities (temporary office, water, heat, power, sanitary facilities, telephones, if required), trash and debris control and removal costs, insurance, bonds, specialty equipment rental, storage fees, and permits. ***(Utilize Attachment 1 – Proposal Form)***

End of Section 3.0

Section 4.0 PROPOSAL FORMAT

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided, with normal margins and spacing. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. All documents and information must be fully completed and signed as required. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

Please submit an original proposal, one (1) USB and three (3) copies in response to this Request for Proposal (RFP). Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The Proposal must include the following information:

4.1 MANDATORY SUBMITTAL REQUIREMENTS

LABEL EACH SECTION AS NUMBERED:

The CM shall submit a Proposal in a bound format which shall include but not limited to the following:

1. Proposal Contact Person Information (See attached Form)

This form should be the first page of the Respondents Proposal. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

2. Guaranteed Maximum Price (30 Points)

Provide a GMP inclusive of ALL fees based on 100% construction documents – **Utilize Attachment 1 – Proposal Form**. This form must be completed and signed. Backup documentation must be provided to clearly define all costs.

3. Methodology, Approach and Outreach effort to contract with local vendors and residents (10 points)

Provide a detail approach to contracting with local vendor and local residents. Proposals must provide a clearly identify a committed percentage to contract with local vendors and a committed percentage to hire local laborers.

A local business shall be defined as:

- a) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post

Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or

A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services.

4. Ability of Firm and Personnel (20 points)

Describe the qualifications and relevant experience of the proposed Project Manager and all key personnel that are most likely to be assigned to this proposed project. Include resumes for the Project Manager and all key personnel described. Provide an organizational Chart for the members of the proposed Construction Management Team. Provide evidence of Florida professional and general licensure for individuals of the contracting firm and for the Construction Management firm with copies of any requisite authorizations to provide services in the State of Florida. Provide evidence of knowledge and experience with local Florida Building Code, NFPA and ADA. Identify the office location responsible for this project.

5. Past Performance for Construction of Water Plant Improvement Projects of Similar Size (20 Points)

Describe firm's experience on projects of comparable nature, scope, complexity and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years. Identify which projects were completed on a phased-occupation basis. Include the following for each project:

- Project name
- Location
- Size (construction gross square feet)
- Construction cost
- Date of completion, (month, year)
- Company role and responsibility for the project.
- List Firm's project manager and other key professionals involved on the project.
- Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active (Form A-14)

6. Past Performance for Alternative Delivery of Construction Projects (20 Points)

Provide detailed experience with alternative delivery of construction projects. Provide up to three (3) previous projects you have work on and outcome

Information should include:

- Name of the project that your firm completed
- Client Name, address, phone number and email address
- Brief description of work
- Year the project was completed
- Major issues and outcome

Provide your approach to managing the Winson Water Plant project.

7. Presentations (If Required) (20 Points)

4.2 CLARIFICATION OF PROPOSAL

A question/answer period may be required to clarify the information submitted in the written proposal. **Any deviations from the written proposal may deem the proposal non-responsive.** After the firms have been evaluated based on their written applications, firms scores may be more closely considered through a question/answer period.

Additional copies of your proposal will be required for the Mayor and Council to review and will be requested when needed.

Each company will also be required to provide a CD of their presentation at the time of the presentation / interview.

Attachment 1



PROPOSAL FORM

This form must be utilized to submit your pricing. **Failure to provide this form will deem your proposal non-responsive.** Provide **ALL** required fees. Attach any documentation and details to clarify these fees (Refer to Section 3.6)

	Guaranteed Maximum Price
Base Bid – Work Package 1	\$
Base Bid – Work Package 3	\$
Base Bid – Work Package 4	\$
Construction Management Fee (must include pre-construction services fee, all profit & overhead costs)	\$ _____ AND _____ %
Contingency	\$
Bond Costs	_____ %
Permit & Impact Fees	\$ 250,000
General Conditions	\$
(Other) _____	\$
(Other) _____	\$
TOTAL GMP ESTIMATE	\$

Company Name: _____

Authorized Representative: _____

Signature of Authorized Representative: _____



CITY OF NORTH MIAMI

COVER PAGE & CONTACT PERSON INFORMATION

**Construction Management at Risk Services
For the Construction of Winson Water Plant
RFP No.**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a proposal, the Respondent certifies that the Respondent has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation



Form "A-10"

Successful Bidder must submit when contract is signed

PERFORMANCE BOND

(This bond meets and / or exceeds the requirements of Florida Statutes Section 255.05)

STATE OF FLORIDA)

SS
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, hereinafter called Contractor, and _____ as Surety, are firmly bound unto the City of North Miami, Florida, as Oblige, hereinafter called the City, in the Penal sum of _____ Dollars (\$_____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor, on the ____ day of _____, 20____, entered into a certain contract with the City, hereto attached, for _____ Entitled, _____ which Contract is made a part hereof by reference thereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

WHENEVER the Principal shall be and is declared by the City to be in default under the Contract, or whenever the Contract has been terminated by default of the Contractor, the City having performed the City's obligations there under, the Surety shall:

- I. Complete the Contract in accordance with its terms and conditions, or at the City's sole option, shall:
2. Obtain a Bid or Bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety of the responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the successors or assignees thereof.

The Surety shall and does hereby agree to indemnify the City and hold it harmless of, from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, engineering and City rural fees or other professional services which the City may incur or which may accrue or be imposed upon it by reason of any negligence, default, act and/or omission on the part of the Contractor, any Subcontractor and Contractor's or Subcontractors agents, servants and/or employees, in, about or on account of the Construction of the work and performance of said Contract by the Contractor.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the City as are provided for in the Contract Documents, and the Contractor hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material or equipment, the Contractor hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the City of the entire project.

Any suit on this bond must be instituted within such period or periods as may be provided by law.

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ day of _____, 20_____.

WITNESS:

PRINCIPAL:

(If sole Proprietor or partnership)

(Firm Name)

BY _____

Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Corporate Name)

BY _____
(President)

Attest: _____
(Secretary)

(CORPORATE SEAL)

**COUNTERSIGNED BY
RESIDENT FLORIDA
AGENT OF SURETY:**

SURETY:

(Copy of Agent's current
License as issued by State
of Florida Insurance
Commissioner

By: _____
Attorney-in-fact

(Power of Attorney must be attached)



ADDENDUM No. 1

AUGUST 21, 2015

Solicitation Title: Winson Water Treatment Plant Reliability Improvements

Solicitation No.: RFP. No. 45-08-15 Opening Date: September 30, 2015 at 3PM

Attention all potential bidders:

- MUST Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

To all prospective bidders, please note the following changes and clarifications:

1. Solicitation opening date remains September 30, 2015 at 3 p.m. Bid opening will take place at the Office of the City Clerk.
2. Non-mandatory Pre-bid Conference will take place on September 11, 2015 at 2 p.m. at the City of North Miami City Hall, City Council Chambers, 2nd Floor, 776 NE 125 Street, North Miami, FL 33161.
3. Section 4.1, Evaluation Criteria, page 25, Item 4 revised language shall be replaced and read as follows:

4. Ability of Firm and Personnel/Approach to Project (20 points)

Part 1, Ability of Firm and Personnel (10 points): Describe the qualifications and relevant experience of the proposed Project Manager and all key personnel that are most likely to be assigned to this proposed project. Include resumes for the Project Manager and all key personnel described. Provide an organizational Chart for the members of the proposed Construction Management Team. Provide evidence of Florida professional and general licensure for individuals of the contracting firm and for the Construction Management firm with copies of any requisite authorizations to provide services in the State of Florida. Provide evidence of knowledge and experience with local Florida Building Code, NFPA and ADA. Identify the office location responsible for this project.

Part 2, Approach to Project (10 points): Provide your approach to managing the Winson Water Plant project.

5. Table of Contents, Attachment 5, Draft Contract. There will not be a draft contract attached to the solicitation.
6. The Cut-Off Date for Questions will be changed to September 18, 2015 at 5 p.m.
7. The following bid Attachments are deleted in their entirety: Attachment Volume 1A Specifications, Attachment Volume 1B Specifications, Attachment Drawings Part 1, Attachment Drawings Part 2, Attachment Drawings Part 3 and are replaced with the following Attachments per the Table of Contents of the solicitation, titled:

- Drawings, Volume A
- Drawings, Volume B
- Drawings, Volume C
- Specifications Volume 1
- Specifications Volume 2
- Specifications Volume 3
- Specifications Volume 4
- Exhibits 1 thru 11
- SRF Documents
- FDOH Permit Number 127614-065-WC/M1 (attached in the Exhibits – Exhibit 8)

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum



ADDENDUM No. 2
SEPTEMBER 4, 2015

Solicitation Title: **Winson Water Treatment Plant Reliability Improvements**

Solicitation No.: RFP. No. 45-08-15 Opening Date: September 30, 2015 at 3PM

Attention all potential bidders:

- MUST Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

To all prospective bidders, please note the following changes and clarifications:

1. Solicitation opening date remains September 30, 2015 at 3 p.m. Bid opening will take place at the Office of the City Clerk.
2. Non-mandatory Site Visit to Winson Water Plant will immediately follow the Pre-bid Conference on September 11, 2015 at 2 p.m. at the City of North Miami City Hall, City Council Chambers, 2nd Floor, 776 NE 125 Street, North Miami, FL 33161.
3. Proposal Form, Attachment 1, page 27 is replaced in its entirety with REVISED PROPOSAL FORM, Attachment 1, page 27 and 27A. Two additional line items are added; line 8 for Ground Storage Tank and line 9 for Pre-Construction.
4. The bid Attachments, Drawings, Volume B (Addendum No. 1) are deleted in their entirety and are replaced with the following:

Drawings, Volume B, part 1, 2, and 3
5. Drawing, Proposed BP 4 Landscape Plans is attached as a conceptual drawing for the Ground Storage Tanks.

ADDENDUM No. 2 (CONTINUED)

6. Specifications, Volume 1, Section 1025 – Measurement and Payment, 1.02 Schedule of Values Bid, Items F and G are added to the specifications per the following language:
 - H. Item No. 8 - Ground Storage Tanks: For the complete furnishing and installation of all general, structural, mechanical, instrumentation, and electrical and appurtenant work required for a complete and operable installation in accordance with the conceptual drawing, BP 4 Landscape Plans. This item also includes all labor, materials, equipment, services and incidentals required for the construction of two new ground storage tanks.
 - I. Item No. 9 - Pre-Construction Services: Included in this item are all pre-construction activity costs including but not limited to permitting, value engineering, constructability reviews and all other activities necessary to prepare and complete the contract work.
7. The complete bid including the specifications and drawings is available by CD, the cost is \$5 per CD. The cashier check must be made out to the City of North Miami.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum



ADDENDUM No. 3
SEPTEMBER 25, 2015

Solicitation Title: **Winson Water Treatment Plant Reliability Improvements**

Solicitation No.: RFP. No. 45-08-15 Opening Date: October 28, 2015 at 3:30PM

Attention all potential bidders:

- MUST Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

To all prospective bidders, please note the following changes and clarifications:

1. Solicitation opening date has changed to October 28, 2015 at 3:30 p.m. Bid opening will take place at the Office of the City Clerk.
2. Site Visits will be allowed at the Winson Water Treatment Plant from 9 a.m. to 2 p.m. on Thursday, October 1, 2015.
3. The Cut-Off Date for Questions will be changed to October 7, 2015 at 5 p.m.
4. Section 2.18, Responsibility Criteria, page 19 will include Financial Information. Below are the financial requirements information to be included in the solicitation:

Financial Information: All Respondents are required to provide the Respondent's financial statements at the time of submittal in order to demonstrate the Respondent's financial capabilities.

- a. Each Respondent shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.
- b. If a Respondent has been in business for less than the number of years of required financial statements, then the Respondent must disclose all years that the Respondent has been in business, including any partial year-to-date financial statements.
- c. The City may consider the unavailability of the most recent year's financial statements and whether the Respondent acted in good faith in disclosing the financial documents in its evaluation.
- d. Any claim of confidentiality on financial statements should be asserted at the time of submittal.

- e. Although the review of a Respondent's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim may result in a recommendation of non-responsiveness by the Purchasing Manager.
 - f. Confidential information on CD/DVD/flash drive (i.e. financial statements), must be submitted in a separate bound document labeled "Name of Respondent, Attachment to Proposal Package, SOLICITATION# - Confidential Matter". The Respondent must identify the specific section of the Florida Statutes that authorizes the exemption from the Public Records Law. CD/DVDs/flash drives included in the submittal must also comply with this requirement and separate any materials claimed to be confidential. The Respondent's failure to provide the information as instructed may lead to the information becoming public.
 - g. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to talk about the details of the confidential material(s) at the public Sunshine meeting.
5. Section 2.10, Insurance, Builders Risk Insurance language is revised to replaced with the following:

Contractor agrees to maintain Builder's Risk insurance providing coverage to protect the interests of the City, Contractor, Sub-Contractors, property in transit and property on or off premises which will become part of the work. Coverage shall be written on an All-Risk, replacement cost and completed value form in an amount equal to the completed value of work. The Contractor agrees to endorse the City as an "additional insured on this policy.

6. **Questions and Answers:**

Question No. 1

Please confirm that the required concrete fill on drawing S-11 of Volume A is to be the 4000 PSI mix, not 1500 PSI.

Answer No. 1:

Concrete fill is indicated to be Class A on Drawing S-11 of Volume A. Class A concrete is 4,500 PSI per article 03305-2.06.C of the Volume 2 specifications and as indicated on Volume A Drawing S-01, Note C-3.

Question No. 2:

Please provide a required PSI for the Class C concrete that is referenced on the general notes page (drawing S-01 of Volume) note C-3.

Answer No. 2:

The required PSI for the Class C concrete is 3,000 PSI for Volume B Drawing S-01, note C-3. Volume B Drawing S-01, note C-3 and specifications Volume 3 Section 03300 Article 2.04.B.3 indicate 3,000 PSI.

Question No. 3:

Please reference the note referring to beam relocation on drawing S-09 of Volume A. At the site visit, it was discovered that this beam was highly detreated and not structurally suitable for relocation. Please confirm that the owner will require a new beam at this location.

Answer No. 3:

Yes, new beams are required per Volume A, Drawing S-13, Section View E. The note on drawing S-09 of Volume A relative to "relocation" of beams (repeated below for reference) is not intended to indicate that the existing beams will be reused, rather it is intended to indicate that the height of the existing beams may not comply with the head room clearance per NFPA 101, Chapter 7, Article 7.1.5.2 and that the height of the new beams (Volume A Drawing S-13

Section View E) be adjusted in the field to ensure compliance with NFPA 101, Chapter 7, Article 7.1.5.2. Note on drawing S-09 of Volume A relative to “relocation” of beams follows:

BEAM TO BE FIELD RELOCATED TO MAINTAIN ADEQUATE HEAD ROOM CLEARANCE OF NO LESS THAN 6'-8" PER MEETING WITH MIAMI-DADE FIRE RESCUE DEPARTMENT. FLORIDA FIRE PREVENTION CODE 2010, NFPA 101, CHAPTER 7, 7.1.5.2

Question No. 4:

Please provide a detail for the FRP Grating Floor System shown on drawing S-09 of Volume A.

Answer No. 4:

Providing a detail for the FRP Grating Floor System is unnecessary. Volume A, Drawing M-20 provides a cross section through the FRP Grating Floor System. Additionally, reference for Specification, Volume 2, Section 06610 for requirements for the FRP Grating Floor System.

Question No. 5:

Note C-03 on drawing S-01 (Volume B) refers to Class A (4000 PSI) concrete being used in all structures. The specifications require that all structural concrete be 4500 PSI. Please clarify which mix is required.

Answer No. 5:

It appears that there is a comparison of specifications from the filter rehab (Specifications Volume 2) portion of the project with the structural drawings associated with the WTP Rehab (Drawings Volume B). Comparison of the drawings and specifications associated with the WTP Rehab (Specifications Volume 3 and Drawing Volume B) indicate Class A (4,000 psi) concrete. Consequently, there is no discrepancy the drawings and the specifications relative to concrete strength.

The following table provides a cross reference that indicates which set of specifications applies to the drawing volumes:

<i>Drawing Volume</i>	<i>Specification Volumes Applicable to the Drawing Volume</i>
<i>All Drawings</i>	<i>Technical Specifications Volume 1</i>
<i>Volume A: Filter Rehab</i>	<i>Technical Specifications Volume 2 Filter Rehab specifications Divisions 2 through 17</i>
<i>Volume B: WTP Rehab and Volume C: WTP Rehab</i>	<i>Technical Specifications Volumes 3 and 4 WTP Rehab specifications Divisions 2 through 17</i>

Question No. 6:

Builders Risk Insurance: Requires a \$2,000,000 per claim/aggregate coverage limit. – Typically builders risk coverage limits are for the full contract value to ensure adequate limits in the event of a major loss. Would the owner consider changing the coverage limit to the full contract amount? If not, please confirm the contractor will be reimbursed for claim expense that exceeds \$2,000,000.

Answer No. 6:

See Item No. 5 of this addendum.

Question No. 7:

Professional Liability

- a. Will the owner accept coverage from the contractor's design subcontractor to meet this insurance requirement?
- b. The maximum deductible of \$25,000 per claim is much lower than deductibles typically carried on this line of coverage. This low deductible limit will increase the cost to obtain this coverage. The amount of the deductible does not change the insurance carrier's obligation to pay the claim. In addition, the insurance carriers have determined the contractor's ability to meet deductible obligations. We request that deductible amounts related to all policies be at the contractor's discretion.
- c. Please explain the requirement to provide audited financial statements.

Answer No. 7:

- a. The City will accept subcontractors' Professional Liability insurance only if it will respond to professional liability claims brought against contractor in this matter.
- b. The maximum deductible of \$25,000 per claim will remain.
- c. The City requires the past 2 years audited financial statements per item 4 of this addendum.

Question No. 8:

Is there a LEED requirement on the building? Spec section 01811 makes reference to LEED documentation, but no clear requirements about which level of LEED is required.

Answer No. 8:

Yes, there is a LEED requirement on the building, See Section 01811, 1.01 SUMMARY, A. This Section includes general requirements and procedures for compliance with certain USGBC LEED prerequisites and credits needed for this Project to obtain LEED Certification: Silver certification.

Question No. 9:

Sheet G-16 indicates that all of the curbing and fencing around the existing plant is to be removed, which conflicts with all other drawings which clearly show which curb and fence areas are to be removed and replaced. Can you clarify which is correct?

Answer No. 9:

All curbs, fencing and gates around the existing plant exterior shall be replaced. Multiple drawings Volume B and Volume C indicate replacement of all curbing, fences and gates.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum



ADDENDUM No. 4

OCTOBER 06, 2015

Solicitation Title: Winson Water Treatment Plant Reliability Improvements

Solicitation No.: RFP No. 45-08-15 Opening Date: None

Attention all potential bidders:

Should Addendum: Information included in this Addendum is for clarification purposes.

To all prospective bidders, please note the following changes and clarifications:

As of October 06, 2016, the subject solicitation has been cancelled per section 1.11 of RFP No. 45-08-15 and will be reissued in approximately 30 days.

End of Addendum