

Competition Questions & Answers

Stage 1.

Question No. 1: The “introduction” on page 7 states “...an anticipated \$33 Million construction budget.” Does the cost of demolition come out of the \$33 Million construction budget or is it already included in the difference between the overall budget of \$46 Million and the \$33 Million construction budget?

Answer No. 1: The estimated demolition cost is not included in the anticipated \$33 Million construction budget. It is included in the overall budget of \$46 Million

Question No. 2: Has a hazardous materials survey been done and is there an anticipated cost for removal? Does the cost of hazardous materials demolition come out of the \$33 Million construction budget or is it already included in the difference between the overall budget of \$46 Million and the \$33 Million construction budget?

Answer No. 2: Asbestos, lead and hazardous material inspection services were conducted by Greenfield Environmental, Inc. on July 11, 2012, as part of the City’s previous preparation for demolition. Though the building was occupied and not all areas were able to be inspected, laboratory analysis indicated that materials sampled (99 samples were taken) did not contain asbestos greater than 1%. In addition, no lead based paint was discovered on or within the building. Hazardous wastestream materials such as fluorescent bulbs, ballasts, batteries, Freon and PCB-containing components may be present at the structure. The costs of any hazardous material removal will come from funds budgeted beyond the anticipated \$33 Million construction budget.

Question No. 3: What are the insurance requirements?

Answer No. 3: At a minimum, the A/E shall maintain the following types and amounts of insurance:

SECTION X.X – INSURANCE

X.1 The A/E shall maintain the following types and amounts of insurance throughout the term of the agreement:

Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; and (iii) contractual liability under the agreement.

Worker Compensation Insurance in compliance with the laws of the State of Florida.

Employers Liability coverage with minimum limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

Commercial Automobile Insurance in an amount of at least \$1,000,000 combined single limit.

Professional Liability Insurance including Errors and Omissions in an amount of at least \$2,000,000 per occurrence and \$4,000,000 aggregate for the Scope of Services required to be performed by A/E pursuant to the agreement. If this policy is on a claims made basis then a

extended reporting period of at least two years past the date that the Work is completed is required.

- X.2 All insurance companies furnishing insurance coverage required by the agreement shall be licensed and authorized to do business under the laws of the State of Florida and have no less than an "A-" Financial Rating or higher according to the most current edition of AM Best's Insurance Reports or similar.
- X.3 The A/E shall provide the City with Certificate(s) of Insurance on all the required policies of insurance and renewals thereof in a form(s) acceptable to the City. All policies shall name the Indemnified Parties as additional insured with the exception of Worker's Compensation and Professional Liability.
- X.4 Each policy shall provide that the insurance company shall provide the City at least thirty (30) days prior written notice of any reduction, cancellation, or material change in the policy.
- X.5 The A/E hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

Question No. 4: Clarify the evaluation criteria "Minority Business Enterprise" Is there a percentage goal?

Answer No. 4: The Minority Business Enterprise (MBE) criterion is a State CCNA requirement. There is no percentage goal required.

Question No. 5: Is there a draft contract to review?

Answer No. 5: A draft of the City's standard A/E Agreement will be attached to the Letter Agreement and provided to the up-to-eight shortlisted Teams prior to commencement of Stage II.

Question No. 6: What will the Public Art project budget be? Will it be funded within the \$33 Million construction cost?

Answer No. 6: The Public Art budget is not included in the anticipated \$33 Million construction budget; however, it is included in the overall \$46 Million project budget. The amount set aside for public art is \$250,000 or ¾% of the construction budget.

Question No. 7. We couldn't tell from the information available if the approach of the Pier has to be torn down and replaced or if it can legitimately be repaired. Has there been any study to answer or clarify that?

Answer No. 7: The pier head and approach substructure and superstructure, which were constructed in 1926, have exceeded its practical service life. The service life of the structure has been extended from an original design service life of 50 years to 88 years through an aggressive preventive maintenance program including downgrading the bridge load capacity and patching concrete spalls. The 1926 Pier

cannot be restored to original design strength due to chloride intrusion and carbonization of the concrete resulting in advanced corrosion of reinforcing steel as determined by engineering inspection and reports on the 1926 Pier condition by Parsons Brinkerhoff Engineers in 2003 and 2013. A 2006 Parsons Brinkerhoff study to convert the 1926 Pier to a causeway using fill to support the 1926 deck identified significant permitting obstacles and long term settlement and maintenance concerns. Based upon these studies and assessments, the reuse of the 1926 Pier is not to be considered. Copies of these reports are available upon request.

The 2014 Kissinger Campo Engineers report on the Inverted Pyramid structure condition is included in the RFQ documents.

Question N. 8: We understand the entire project budget to be \$46 million, with a construction budget of \$33 million. Is this accurate? If so what does the difference of \$13 million represent? Is this for operations, marketing, renovations, fees etc? Or something else?

Answer No. 8: In addition to the demolition cost described in answer No. 1 above, the \$13 Million shall be used for other City budgeted expenses including, but not limited to: A/E design fees, CMAR Pre-construction services, Geotechnical and other testing services, City inspection and project administration, tenant improvements, project contingency and the public art contribution.

Question No. 9: Additional Design Parameters (page 12): are these 3 design parameters to be included in the design approach response for the Stage 1: SOQ submission deadline (Sept 5)?

Answer No. 9: The additional design parameters on page 12 are to be considered by the shortlisted Teams in developing the Stage II concepts. These design parameters are not expected to be addressed as part of the design approach response to the Stage I SOQ submission; however, since the City is not limiting the design approach response, it is up to the Team to determine whether to do so.

Question No. 10: Additional Design Parameters (page 12): here there are pre-submission meetings referenced – are bidders expected to attend these meetings? How will information from these meetings be communicated to applying teams?

Answer No. 10: The environmental and permitting implications that were determined based on initial City meetings with the regulatory agencies are covered in Exhibit D: Technical Design Criteria. There are no pre-submission meetings scheduled.

Question No. 11: Proposed Design Team Organization (page 9): is it a requirement to have team members licensed in the State of Florida?

Answer No. 11: It is not a requirement to have all of the Team members licensed in the State of Florida. The responsible party contracting with the City shall be registered to do business in the State of Florida. The Architect and Engineers of record shall be licensed in the State of Florida. The Team shall identify the intended Architect and Engineers of record in the SOQ.

Question No. 12: Is there a page limit for the SOQ submission deadline?

Answer No. 12: No

Question No. 13: Is it possible to extend the SOQ submission deadline?

Answer No. 13: No