Request for Qualifications

RFQ EVENT#522

Step 1
Pre-Qualification for Design Build Svcs for Fire Station #13 and EMS #88

Pursuant to Section 287.055
Consultants' Competitive Negotiation Act

City of Fort Lauderdale

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SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL ("City") has issued this Request for Qualifications (RFQ) to pre-qualify one or more single entities ("Firm" or "Proposer" or "Design-Build Firm (DBF)") for the design, permitting, construction, testing and startup of the Fire Rescue Station #13 facility, located at 2871 East Sunrise Boulevard, Fort Lauderdale, Florida 33301 and Emergency Medical Station #88 facility located at 507 SE 11th Court, Fort Lauderdale, Florida 33316, for the City of Fort Lauderdale.

This Request for Qualifications represents Step 1 of a two-step procurement process to select a Design-Build firm (or firms) for the Fire Station #13 and Emergency Medical Station #88 projects. The purpose of this RFQ is to identify and prequalify the most highly qualified Design-Build entities based on demonstrated experience, technical capabilities, financial strength, and overall qualifications relevant to the successful delivery of the project.

Firms responding to this RFQ will be evaluated in accordance with the criteria outlined in Section V. – Evaluation. Based on this evaluation, a shortlist of prequalified Design-Build firms will be established. Only those firms selected through this prequalification process will be invited to participate in Step 2 of the procurement process, which will involve the submission of detailed proposals in response to a forthcoming Request for Proposals (RFP).

The City will retain services within the scope of architecture or professional engineering and within the scope of construction contracting. The City will solicit proposals and establish a competitive selection process in accordance with City of Fort Lauderdale Code of Ordinances Section 2-181(f)(6) to procure the services of a qualified DBF.

The work to be accomplished includes, but is not limited to complete Design-Build services for Fire Station #13 and Emergency Medical Station #88, in accordance with the Design Criteria Package prepared by H2M Architects and Engineers, Inc. This includes all design, construction, and related activities necessary to fulfill the full intent of the project as outlined in the Design Criteria Package and all supporting documentation. Design-Build Firms which are interested in submitting statements of qualifications in response to this RFQ shall comply with Section IV - Submittal Requirements.

The City reserves the right to award both projects to a single Design-Build firm or to award each project to separate firms at its sole discretion. Firms may submit proposals for one or both projects. The City may negotiate scope and fees with the highest-ranked proposer(s) for each project.

The Design-Criteria Professional, H2M Architects and Engineers, Inc., including their sub-consultants, are not eligible to render design-build services for this solicitation. Pursuant to Florida Statutes 287.055 (9) (b), "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package." The City reserves the right to disqualify any proposal from a team which includes any sub-consultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such sub-consultant's or member's prior involvement in the project.

1.2 ONLINE STRATEGIC SOURCING PLATFORM

The City uses an online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from the online strategic sourcing platform. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in the City's online strategic sourcing platform well in advance of their intention to submit a response to ensure familiarity with the use of the City's online strategic sourcing platform. The City shall not be responsible for a proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of the City's online strategic sourcing platform. There is no charge to proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the Proposer to ensure that its qualifications are submitted electronically through the City's online strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER SUBMITTALS WILL NOT BE ACCEPTED. QUALIFICATIONS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

1.3 Electronic Openings

Responses to this solicitation will be opened electronically via the City's online strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the qualifications, they may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated in the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

1.4 Pre-Proposal Meeting

A pre-proposal meeting will be held on Monday September 8, 2025 at 11:00 a.m. local time, at

Procurement Services Division
101 East Broward Blvd
11th Floor Conference Center
Fort Lauderdale, Florida 33301

While attendance is not mandatory, it is strongly suggested that all proposers attend the pre-proposal conference. It will be the sole responsibility of the proposer to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Michelle Lemire, Procurement Administrator
101 NE 3rd Avenue, Suite 1650
Fort Lauderdale, FL 33301

Telephone: (954) 828-6167
E-mail: mlemire@fortlauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A forum provided by the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or submittal procedures will only be transmitted by written addendum. **Consultants please note:** Qualifications shall be submitted as stated in PART IV – Submittal Requirements. No part of your submittal can be submitted via FAX. Submission of qualifications will be considered evidence that the proposer has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. Qualifications must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted on the City's online strategic sourcing platform shall become part of any contract that is created from this RFQ.

1.6 Compliance and Legal Conditions

In order to comply fully with the requirements of the City's Code of Ordinances below and Florida Statutes 287.055, the following procedures shall be followed in selecting firms to provide design-build services and in negotiating design-build contracts.

It will be the sole responsibility of the proposer to familiarize themselves with the following ordinances and statutes:

a) City of Fort Lauderdale Ordinance Section 2-181(f)(6) – Design/build contracts

b) Florida Statutes 287.055 – Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

c) Florida Statutes 287.055 (9) Applicability to Design-Build Contracts

1.7 Debarred or Suspended Bidders or Proposers

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subconsultants are presently debarred or suspended by any federal department or agency.

1.8 Prohibition Against Contracting with Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to

Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

END OF SECTION

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A forum provided by the City's online strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A forum provided by the City's online strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City, and any such oral explanation should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

Proposer may change or withdraw its qualifications at any time prior to the submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

2.3 Proposer's Costs

The City shall not be liable for any costs incurred by proposer in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

The proposer shall examine this RFQ carefully. The submission of qualifications shall be prima facie evidence that the proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the proposer from liability and obligations under the Agreement.

2.5 Acceptance of Responses/Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses or parts of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

Firms shall be in the business of construction and architectural services for at least ten (10) years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or demonstrate that they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.8.1 Proposer or principals shall have relevant experience in Design Build Services for large-scale projects of similar scope and scale as those specified in the scope of work, and Successfully completed at least two (2) Design-Build projects in the last ten (10) years with a contract value of at least $5,000,000.00 and of similar Scope to that contemplated in this RFQ.

Project manager assigned to the work must have at least ten (10) years' experience in delivering Design Build projects and must have served as project manager on similar projects as indicated in the scope of work.

2.8.2 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.8.3 Neither Firm nor principals shall have any record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude, or any conflicts of interest that have not been waived by the City Commission.

2.8.4 Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise), or have failed to perform faithfully on any previous or current contract with the City.

2.8.5 Proposer must be certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or is qualified under s. 471.023 to practice or to offer to practice engineering; qualified under s. 481.219 to practice or to offer to practice architecture; or qualified under s. 481.319 to practice or to offer to practice landscape architecture.

2.8.6 Proposer must provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of $5,000,000.00.

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation must comply, if applicable, with Chapter 2, Article VIII, Lobbying Activities, of the Code of Ordinances of the City of Fort Lauderdale, Florida, which can be viewed at https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIIILOAC_S2-260INPU, and City of Fort Lauderdale Resolution No. 07-101, which can be viewed at https://www.fortlauderdale.gov/home/showpublisheddocument/6038/635514782857730000. Copies may be also be obtained from the City Clerk's Office, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.10 Protest Procedure

2.10.1 Any proposer who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law, may follow the protest procedure as found in the City's Procurement Ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

2.10.2 The complete Protest Ordinance may be found at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.11 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Consultant shall result in cancellation of the City purchase and may result in Consultant debarment.

2.12 Subconsultants

2.12.1 A subconsultant (or "subcontractor") is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A subconsultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Subconsultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its proposal, the major subconsultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any subconsultant proposed in the response of successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a subconsultant shall be borne solely by the successful Consultant and insurance for each subconsultant must be maintained in good standing and approved by the City throughout the duration of the contract. Neither successful Consultant nor any of its subconsultants are considered to be employees or agents of the City. Failure to list all subconsultants and

provide the required information may disqualify any proposed subconsultant from performing work under this RFQ.

2.12.2 Consultants shall include in their responses the requested subconsultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the subconsultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each subconsultant, the services subconsultant will provide relative to any contract that may result from this RFQ, subconsultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.13 Local Business Preference – N/A

2.14 Disadvantaged Business Enterprise Preference – N/A

2.15 Insurance Requirements –

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Design Build Firm shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Design Build Firm. Design Build Firm shall provide the City a certificate of insurance evidencing such coverage. Design Build Firm's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Design Build Firm shall not be interpreted as limiting Design Build Firm's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Design Build Firm for assessing the extent or determining appropriate types and limits of coverage to protect Design Build Firm against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Design Build Firm under this Agreement.

The following insurance policies and coverages are required:

Professional Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $5,000,000 each claim and $5,000,000 aggregate.

Design Build Firm must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $5,000,000 each occurrence and $5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $5,000,000 each occurrence and $5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Design Build Firm. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Pollution and Remediation Legal Liability (Hazardous Materials)
For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Design Build Firm shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Design Build Firm does not own vehicles, Design Build Firm shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Crane and Rigging Liability
If crane and rigging will be utilized in the work covered in this agreement, coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Property Coverage (Builder's Risk)
For buildings/structures under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Design Build Firm waives, and Design Build Firm shall ensure that Design Build Firm's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Design Build Firm must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. Design Build Firm shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. Design Build Firm shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Design Build Firm to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Design Build Firm following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Design Build Firm shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.

g. The City shall be granted a Waiver of Subrogation on Design Build Firm's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Services Division
401 SE 21st Street
Fort Lauderdale, FL 33316

Design Build Firm has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-

insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Design Build Firm's expense.

If Design Build Firm's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Design Build Firm may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Design Build Firm's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Design Build Firm that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Design Build Firm must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Design Build Firm's insurance policies.

Design Build Firm shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Design Build Firm's insurance company or companies and the City's Risk Management office as soon as practical.

It is Design Build Firm's responsibility to ensure that any and all of Design Build Firm's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Design Build Firm. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Design Build Firm.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND RFQ EVENT NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

2.16 Insurance – Subconsultants

Consultant shall require all of its subconsultants to provide the aforementioned coverage as well as any other coverage that the Consultant may consider necessary, and any deficiency in the coverage or policy limits of said subconsultants will be the sole responsibility of the Consultant.

2.17 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. During the Step 2 Request for Proposals, the City reserves the right to award a contract to more than one Firm as is in the City's best interest.

2.18 Payment Method

The City shall make payment to the Design Build Firm by check.

2.19 Prohibition Against Contingent Fees

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.20 Indemnity/Hold Harmless Agreement

The Proposer shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract.

2.21 Substitution of Personnel

It is the intention of the City that the Proposer's personnel proposed for the contract will be available for the contract term. In the event the Proposer wishes to substitute personnel, the Proposer shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 of the General Conditions.

2.22 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this Contract without payment of any royalties or fees to the Proposer above the agreed hourly rates and related costs.

2.23 Canadian Companies

In the event Proposer is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Proposer. The Proposer waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.24 Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Firms must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Firm's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted electronically through the City's online strategic sourcing platform as stated in Section 4.1.

2.25 Discrepancies, Errors and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated into the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

2.26 Non-Discrimination

The Proposer shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Proposer certifies and represents that the Proposer offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Proposer will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Proposer to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Proposer fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Proposer complies with Section 2-187.

5. The Proposer may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

2.27 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Proposer and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Proposer shall require each of its subconsultants, if any, to provide the Proposer with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Proposer shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Proposer, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Proposer otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be

amended or revised, shall promptly notify Proposer and order the Proposer to immediately terminate the contract with the subcontractor, and the Proposer shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Proposer may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Proposer is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Proposer shall include in each of its subcontracts, if any, the requirements set forth in this Section 2.33, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 2.33 in their subcontracts. Proposer shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

2.28 ANTI-HUMAN TRAFFICKING, KIDNAPPING, CUSTODY AND RELATED OFFENSES

Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

2.29 PROPOSAL BOND

Design-Build Firms are required to submit an original Proposal Bond, or other acceptable alternative, in the amount of $10,000 by the solicitation due date and time in order to be deemed responsive to this solicitation.

The original Proposal Bond (or acceptable alternative) must be submitted directly to Purchasing by the specified due date and time. Failure to do so, or failure to comply with the submission instructions outlined below, will result in the Design-Build Firm being deemed non-responsive.

Upon submission of a response to the Step-Two solicitation, the Proposal Bond (also referred to as the Submittal Bond) will be returned to the proposer.

If a successful proposer fails to submit a response to the Step-Two solicitation, the bond shall be forfeited to the City. This forfeiture is not a penalty, but shall be considered liquidated damages for costs and expenses incurred by the City.

The Proposal Bond must be issued by a Corporate Surety company that holds a Certificate of Authority from the U.S. Secretary of the Treasury, qualifying it as an acceptable surety for federal bonds; and is represented by a Resident Agent, licensed and having an office in the State of Florida, authorized to execute and issue bonds on behalf of the Surety.

Proposers can submit proposal bonds for projects in three different ways:

1. Proposers may upload their original executed proposal bond on the City's online strategic sourcing platform to accompany their electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after RFQ opening, with the company name, RFQ number and title clearly indicated. Proposal bond shall be written by a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes. An insufficient proposal bond surety shall automatically constitute a failure on the part of the proposer and shall be grounds for rejection of your bid.

2. Proposers can **hand deliver** their proposal bond in a sealed envelope to the Finance Department, Procurement Services Division, 101 NE 3rd Ave, Suite 1650, Fort Lauderdale, Florida 33301-1016, before time of RFQ closing date, with the company name, RFQ number and title clearly indicated on the envelope.

3. Proposers can **mail** their proposal bond to the Finance Department, Procurement Services Division, 101 NE 3rd Ave, Suite 1650, Fort Lauderdale, Florida 33301-1016, before time of RFQ closing date, with the company name, RFQ number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before RFQ closing date.

It will be the sole responsibility of the proposer to ensure that its proposal and proposal bond is submitted prior to the RFQ closing date and time listed. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

Additional insurance and bonds will be required for the construction phase of the project.

2.30 Certified Checks, Cashier's Checks and Bank Drafts

These **CANNOT** be submitted via the City's online strategic sourcing platform, nor are their images allowed to be uploaded and submitted with your electronic proposal. These forms of securities, as well as hard copy proposal bonds, must be received on or before the RFQ opening date and time, at the Finance Department, Procurement Services Division, 101 NE 3rd Ave, Suite 1650, Fort Lauderdale, Florida 33301-1016, with the RFQ number and title clearly indicated on the envelope.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Project Objective

The City has issued this Request for Qualifications (RFQ) to solicit statements of qualifications from highly qualified, experienced, and licensed Design Build Firms (DBF) for the design, permitting, and construction of the Fire Rescue Station #13 facility, located at 2871 East Sunrise Boulevard, Fort Lauderdale, Florida 33301 and the Emergency Medical Station #88 facility located at 507 SE 11th Court, Fort Lauderdale, Florida 33316, for the City of Fort Lauderdale.

3.1.1 Fire Rescue Station #13

This project is located at 2871 East Sunrise Boulevard, Fort Lauderdale, Florida 33301 in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to: design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work for a new fire station. The station is to is to be a Battalion Station with three bays housing twelve firefighters in approximately 13,250 square feet. In addition, Ocean Rescue Headquarters will need to be incorporated into design with approximately 4,500 square feet.

Included in the scope of work are design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent.

The DBF shall be responsible for designing, surveying, geotechnical exploration, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

3.1.2 Emergency Medical Station #88

This project is located at 507 SE 11th Court, in the City of Fort Lauderdale in the City of Fort Lauderdale. The work to be accomplished under this contract includes but is not limited to: design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work for a new emergency medical station. The station is to be an Emergency Medical Station with two bays housing six firefighters in approximately 7,859 square feet.

Included in the scope of work are design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent.

The DBF shall be responsible for designing, surveying, geotechnical exploration, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

3.2 Project Scope

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the Project to fulfill the intent of the Project as described in the Design Criteria Package (DCP) that will be provided in Step Two -Request for Proposals process and all supporting documents. Included in the Project is the acquisition of all tools, equipment, materials, and other supplies

including but not limited to fuel, power, water, and communication devices required to complete the Project. The work also includes the performance of all labor, work, and other operations required to complete the Project. All work must be complete with all work, materials, and services not directly specified in the Contract Documents but necessary for the completion of the Project performed and installed by the DBF to fulfill the intent of the City at no additional cost to the City above what is agreed upon in the Contract Documents.

In addition to designing, permitting, and constructing the Project, the selected Design-Build Firm(s) (DBF) will be responsible for all related services necessary to fulfill the Project's intent. This includes surveying, development and submittal of permit packages, procurement of all required construction and environmental permits, if and when applicable, not previously acquired by the City, construction phasing, dewatering, maintenance of traffic, construction certification, inspections, construction management, public involvement, and any additional work identified in the Design Criteria Package (DCP) or deemed necessary by the DBF and confirmed by the City.

The DCP outlines the City's minimum requirements for the Project's design, construction, traffic operations, and overall project management. It also includes expectations for scheduling and coordination with local, county, and state agencies to secure necessary regulatory approvals and permits.

3.3 Project Requirements

The selected DBF must use effective project management practices while working on the Project. Included in project management is clear communication with the City and other parties involved in the Project, management of time and resources, and documentation of all services and communication. Contract administration and technical reviews of all work pertaining to the Project will be performed by the City.

3.3.1 Site Inventory and Evaluation of City's Criteria Confirmation

1. Site investigations, including but not limited to survey, subsurface utility investigations, geotechnical investigations, environmental engineering, to verify existing conditions if necessary.

2. Preliminary evaluation of proposed site use, material selection, construction systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project costs.

3. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the DBF of its duty to complete the Work as described in the DCP.

3.3.2 Design and Construction Criteria

The selected DBF shall take a comprehensive and thorough technical approach to completing the design-build operation outlined for the Project, and the minimum requirements set forth in the DCP for each project incorporated herein as Exhibit A for Fire Rescue Station #13 and Exhibit B for Emergency Medical Station #88. Submitted qualifications must convey that the DBF has a complete understanding of the Project, its intent, and City objectives.

3.4 Construction Duration

Time is of the essence for the DBF's performance of the Work. The selected DBF is expected to complete the Project as expeditiously as possible. At minimum, the selected DBF must be willing to adhere to the following proposed schedule as set by the City:

FIRE STATION #33	**CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)**
Assumed Notice to Proceed Date	TBD
Substantial Completion of PROJECT	559
Final Completion of PROJECT	589
EMERGENCY MEDICAL STATION #88	**CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)**
Assumed Notice to Proceed Date	TBD
Substantial Completion of PROJECT	559
Final Completion of PROJECT	589

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses an online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from the online strategic sourcing platform. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in the online strategic sourcing platform well in advance of their intention to submit a proposal to ensure familiarity with the use of the system. The City shall not be responsible for a proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the online strategic sourcing platform.

All proposals must be submitted electronically.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

4.1.3 All information submitted by proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

The Proposer understands that the information contained in its proposal pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The Proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal does in fact have the required authority stated herein.

4.1.5 All proposals are the property of the City. Subject to certain statutory exemptions, all records made or received by the City in connection with this RFQ, including the Proposer's response to this RFQ, are public records subject to public inspection and copying. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is, in the City's opinion, a trade secret or otherwise exempt from disclosure or confidential pursuant to Florida law, shall be void. In the event the Proposer submits any documents or other information to the City which the Proposer claims is a trade secret or otherwise exempt from disclosure or confidential pursuant to Florida, the Proposer must clearly indicate that it is asserting that the document or information is exempt from disclosure or confidential. The Proposer must specifically identify the statutory authority for the exemption claimed. The City shall be the final arbiter of whether any information contained in the Proposer's response to

the RF constitutes a trade secret or is otherwise exempt from disclosure or confidential. The City's determination of whether an exemption applies shall control, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agents from and against any loss or damages incurred by any person or entity as a result of the City's treatment of any information submitted by the Proposer as a trade secret or otherwise exempt from disclosure or confidential and the City's treatment of any information submitted by the Proposer as public record. Proposals purporting to be subject to copyright protection in full or in part will be rejected. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS OR OTHERWISE CONFIDENTIAL PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFQ AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFQ OR ANY PART OF YOUR RESPONSE TO THE RFP AS COPYRIGHTED.

4.1.6 IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE PROPSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Proposer shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the service. If the Proposer transfers all public records to the City upon completion of this Agreement, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of this Agreement, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.1.7 By submitting a response, Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section 287.133(2)(a), Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that

the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 100 pages in one complete pdf document. The proposal should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements of the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the Step 2 Request for Proposals stage of the solicitation.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Firm Qualifications and Experience

Respondents must provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements in Section 2.8 – Minimum Qualifications. A Standard Form 330 may be used to provide this information. Indicate the firm's number of years of experience in providing the Design Build services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Business Structure

Proposers must provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the Project;

- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number;

- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;

- Include copies of all active State of Florida professional licenses, including professional engineers, State of Florida certifications; State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;

- Names of Key Personnel and Role in this project;

- Name, title, name of firm, phone number, and email;

- Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

4.2.5 Firm's Workload

For the prime DBF, or in the case of a Joint Venture (JV), list all completed and active projects that DBF or JV has managed within the past five (5) years. In addition, list all projected projects and dollar value that DBF or JV will be working on in the near future.

Projected projects will be defined as a project(s) that DBF or JV has been awarded a contract, but the Notice to Proceed has not been issued. Identify any projects that DBF or JV is working on concurrently and dollar value of remaining work. Describe firm's approach in managing these projects and any possible challenges for any of the listed projects. If so, describe how firm's approach to address projects' challenges.

Joint Ventures

If applicant is a joint venture, provide a copy of the joint venture agreement that was filed with the State of Florida. All applicants must comply with Chapter 489 Florida Statutes, as well as the Florida Administrative Code **prior to the proposal submission.**

4.2.6 Firm's Past Experience

Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City.

- Title of example project;
- Location of example project;
- Client name/owner's representative name, address, phone number, and email;
- Date project started and completed or is anticipated to be completed; Point of contact name and organization which contracted the service who is very familiar with the project and the firm's performance and phone number and email;

- Brief description of Project relevance to this contract;
    - Original budget vs. Final cost

- Principal elements and special features of the project.
- Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
- Errors and Omission Claims and disposition status
- Number of Change Orders and stated reasons
- Indicate whether performed on-time and within the agreed upon cost with supported reasons, if response is not in the affirmative.
- Present status of project.

4.2.7 Key Personnel

The DBF shall provide a maximum of seven (7) resumes of the key staff to be assigned to perform the Work. The resumes provided shall identify the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialist, Project Health and Safety Manager. These Primary positions shall only serve in one (1) role.

NOTE: The Project Manager must be an employee of the DBF or JV submitting the Proposal and not a Subconsultant or not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless DBF/JV receives prior approval by the City Project Manager to use a backup Team Member.

Provide an organization chart for proposed Team Member key personnel staff, including subconsultants and subcontractors.

4.2.8 Concerning Subconsultants, suppliers, and Others

The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, shall with his own organization, perform at least **forty percent (40%)** of the total dollar amount of the Work to be performed under the Agreement.

4.2.9 Qualifications of The Team

The DBF must identify all design and construction disciplines and specialty consultants that the DBF intends to employ in the design and construction of this Project.

- Name and title of each proposed team member;
- Years' of experience;
- Area of responsibility;
- Firm name and location;
- Education – provide information on the highest relevant academic degree(s) received and areas of specialization;
- Current professional registration; license(s)
- Provide information on any other professional qualifications relating to this team member such as publications, organizational memberships, certifications, training, awards, and foreign language capabilities;

For each key personnel, a minimum of three (3) alternate delivery projects on which they held a key delivery role should be included. Resumes should clearly identify and describe the role of the Key Personnel, in each project listed. Resumes shall also identify any specialty or technical process expertise. **Resumes shall not be more than two (2) pages each on 8.5" x 11" sized paper. No more than seven (7) resumes should be submitted.**

Sub-consultant(s)

DBF must clearly reflect in its Proposal any Sub-consultant including but not limited to the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialists, Project Health and Safety Manager (collectively, the "Team Members"), proposed to be utilized along with a summary of their background and qualifications, including but not limited to name of the sub-consultant, location of place of business, service(s) the sub-consultant will provide, license (if applicable), two (2) sub-consultant references, ownership, education, and experience. These primary positions shall only serve in one (1) role. The City retains the right to accept or reject any sub-consultant proposed.

4.2.10 Project Methodology and Approach

Provide a statement of the firm's understanding of the Project and methodology and approach to managing the Project. Include a plan for completing the specified work including ability to meet time and budget requirements;

- Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality.
- Describe approach to minimizing impact to surrounding neighbors, businesses, and travelling public;
- Describe approach for minimizing lane closures, lanes reductions, maintenance of traffic (MOT) plan, and reducing traffic impacts;
- Describe means and methods for expediting project schedule;
- Provide information on your firm's current workload and how this Project will fit into your workload;
- Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.11 References

The DBF shall have previous experience in the design, permitting, construction aspects of the project as described in this RFQ.

DBF shall submit proof of design, permitting, and construction experience for a minimum of three (3) Design-Build projects in the last ten (10) years with a contract value of at least $5,000,000.00 and similar in scope and scale (or larger) to the one under consideration for each project listed, including but not limited to:

- Client Name, address, contact person telephone, , and email addresses.

- Project name and overall scope.
- Dates of construction.
- Description of work that was self-performed.
- Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
- Total cost of the construction, estimated and actual.

The DBF shall be responsible for verifying reference contact name, phone number, email addresses, and contact place of employment, submitted as proof of project experience.

Note: Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

4.2.12 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.13 Subconsultants

Proposer must clearly identify any subconsultants that may be utilized during the term of this contract.

4.2.14 Required Forms

a. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage

b. Non-Collusion Statement

c. Non-Discrimination Certification Form

d. E-Verify Affirmation Statement

e. Bid/Proposal Certification

f. Affidavit of Compliance with Foreign Entity Laws

g. Anti-Human Trafficking Affidavit

h. Drug Free Workplace Certification (for tie breaker purposes)

4.3 By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section 287.133(2)(a), Florida Statutes.

4.4 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence

of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposal as submitted. Evaluation procedures shall be governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (2024), as may be amended or revised. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

5.1.2 The Committee shall short list no fewer than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.

5.2 Evaluation Criteria

5.2.1 In accordance with Section 287.055, Florida Statutes (2024), in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

5.2.2 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.3 Weighted Criteria

Criteria	**Percentage**
Qualifications and Experience of Firm / Team *Detail firm's experience with similar Design-Build projects, including successful delivery within budget and schedule, and commitment to sustainable practices. Detail the qualifications,*	**30-**

licenses, and relevant project experience of proposed key personnel, as well as the firm's structure, staffing capacity, and use of specialty consultants.	
Project Methodology and Approach *Demonstrate Firm's understanding of the project scope and strategic approach to delivering the project efficiently, within budget, and on schedule—while maintaining high quality and minimizing disruption to the community.*	**30-**
History and Past Performance of the Firm *Clearly demonstrate the firm's ability to deliver successful results through documented references, project outcomes, and lessons learned for past projects similar in scope and complexity.*	**25**
Workload of the Firm *Provide evidence of firm's current and projected workload to assess its capacity to successfully complete this project without delays. Firms should demonstrate their ability to allocate sufficient resources, staff, and attention to this project while maintaining quality and schedule commitments across other active contracts.*	**15**
TOTAL	**100%**

5.3 Contract Award

5.3.1 The City reserves the right to shortlist those firms who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

END OF SECTION

Executive Summary Report

Of

Event: 522-2 - Design Build Svcs for Fire Station #13 and EMS #88

Buyer: MICHELLE LEMIRE

Date Range: 08/29/2025 05:00:00 PM - 10/03/2025 02:00:00 PM

Suppliers Notified: 462

Notified Suppliers Responding: 5

All Suppliers Responding: 5

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
West Construction, Inc.	Matthew F. West	561-588-2027	rbarrett@westconstructioninc.net	Lantana	FL	0.00	0.00	Yes
Gulf Building LLC	Giovanna Alessi	954-492-9191	gioa@gulfbuilding.com	Fort Lauderdale	FL	0.02	0.00	Yes
Kaufman Lynn Construction	Alexandra Brown	561.361.6700	abrown@kaufmanlynn.com	Delray Beach	FL	0.00	0.00	Yes
Di Pompeo Construction Corp.	Estimating Department	9549175252	estimating@dipompeoconstruction.com	Pompano Beach	FL	0.00	0.00	Yes
CORE Construction Services of Florida	Cody Kiess	954-206-1824	floridateam@coreconstruction.com	Fort Lauderdale	FL	0.00	0.00	Yes

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
P10918 RFQ-	P10918 RFQ - Fire Station #13	EA	1.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
West Construction, Inc.	1.0000	EA	0.000	0.00

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Gulf Building LLC	1.0000	EA	0.010	0.00
Kaufman Lynn Construction	1.0000	EA	0.000	0.00
Di Pompeo Construction Corp.	1.0000	EA	0.000	0.00
CORE Construction Services of Florida	1.0000	EA	0.000	0.00

Item	Description	Unit of Measure	Quantity
P12328 RFQ-	P12328 RFQ - Emergency Medical Station #88	EA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
West Construction, Inc.	1.0000	EA	0.000	0.00
Gulf Building LLC	1.0000	EA	0.010	0.00
Kaufman Lynn Construction	1.0000	EA	0.000	0.00
Di Pompeo Construction Corp.	1.0000	EA	0.000	0.00

Header Questions And Responses

QUESTION

Required Forms: Did you complete the Required Forms? Please upload the completed forms here.

Question Responses		
Supplier	Name	Answer
1456	West Construction, Inc.	Yes
1771	Gulf Building LLC	Yes
1851	Kaufman Lynn Construction	Yes
2084	Di Pompeo Construction Corp.	Yes

Question Responses		
Supplier	Name	Answer
4355	CORE Construction Services of Florida	Yes

QUESTION

Licensing Requirements: Do you meet the licensing requirements of this solicitation? Please upload supporting documentation here.

Question Responses		
Supplier	Name	Answer
1456	West Construction, Inc.	Yes
1771	Gulf Building LLC	Yes
1851	Kaufman Lynn Construction	Yes
2084	Di Pompeo Construction Corp.	Yes
4355	CORE Construction Services of Florida	Yes

QUESTION

Experience Required: Do you meet the experience requirements of this solicitation? Please upload supporting documentation here.

Question Responses		
Supplier	Name	Answer
1456	West Construction, Inc.	Yes
1771	Gulf Building LLC	Yes
1851	Kaufman Lynn Construction	Yes
2084	Di Pompeo Construction Corp.	Yes
4355	CORE Construction Services of Florida	Yes

QUESTION

Insurance Requirements: Do you meet the insurance requirements of this solicitation? Please upload supporting documentation here.

Question Responses		
Supplier	Name	Answer
1456	West Construction, Inc.	Yes

Question Responses		
Supplier	Name	Answer
1771	Gulf Building LLC	Yes
1851	Kaufman Lynn Construction	Yes
2084	Di Pompeo Construction Corp.	Yes
4355	CORE Construction Services of Florida	Yes

QUESTION

Proposal Security: Are you aware that this solicitation has a Proposal Security requirement? Please refer to the Request for Qualifications for additional information.

Question Responses		
Supplier	Name	Answer
1456	West Construction, Inc.	Yes
1771	Gulf Building LLC	Yes
1851	Kaufman Lynn Construction	Yes
2084	Di Pompeo Construction Corp.	Yes
4355	CORE Construction Services of Florida	Yes

Q And A

Supplier	Question	Answer
West Construction, Inc.	What is the estimated or set budget for this project?	The estimated budget for FS #13 is $10,184,822. The estimated budget for EMS #88 is $7,062,001.
West Construction, Inc.	Could you please confirm whether the City will provide the Design Criteria Package to prospective firms?	The city will provide the DCP to shortlisted firms.
West Construction, Inc.	The solicitation states that “no more than seven resumes should be submitted.” Could you please confirm whether this maximum of seven resumes applies solely to the Design-Build Firm’s key personnel, or if it also includes resumes for subconsultants?	The maximum of seven resumes may include sub-contractors if they will be serving in a Primary position as described in Section IV - Submittal Requirements, 4.2.7 - Key Personnel.

Supplier	Question	Answer
West Construction, Inc.	Does the City require proposing firms to include resumes for subconsultants, or should only the Design-Build Firm's key personnel provide resumes?	Resumes may include sub-consultants if they will be serving in a Primary position as described in Section IV - Submittal Requirements, 4.2.7 - Key Personnel.
Gulf Building LLC	The RFQ states that H2M Architects and Engineers, Inc., and their sub-consultants, are not eligible to provide design-build services for this solicitation. Could the City please provide the design criteria package or a list of H2M's sub-consultants?	The consultants used on the two projects include: CES Consultants, Inc. for Civil Engineering on both TSFGeo for Geotechnical on Station #88 GPR Scanning Services, LLC for private utility marking on Station 88 Longitude Surveyors, LLC for survey on Station 88 Trophy Pint / YA Group for Estimating on both
Gulf Building LLC	Please confirm whether demolition of existing Fire Station 13 is included in the scope of work.	Confirmed. Demolition of existing Fire Station 13 is included in the Scope of Work for that project.
Gulf Building LLC	Please provide copies of the geotechnical reports for both sites referenced in the pre-proposal meeting.	Refer to addendum no. 1.
Gulf Building LLC	The RFQ indicates Fire Station 13 will be a 3-bay station, while the architect stated during the pre-proposal meeting that it would be a 4-bay station. Please clarify.	Refer to addendum no. 1.
Gulf Building LLC	The RFQ states EMS 88 will house six firefighters, while the architect indicated during the pre-proposal meeting that it would house seven. Please clarify.	Refer to addendum no. 1.
Gulf Building LLC	Are the Required Forms to be completed by the Design-Build Contractor only, or should the Architect also complete them?	The required forms must be completed by the Prime firm.
Di Pompeo Construction Corp.	Please clarify why there are two line items listed under Event #522, line Item No. 1 for P10918 and line Item No. 2 RFQ P12328.	There are two separate and distinct projects advertised in this solicitation. Proposers may submit Statements of Qualifications for one or both projects.
Di Pompeo Construction Corp.	Are proposers allowed to submit our qualifications submittal for just one of the two facilities under Event # 522 RFQ or are we required to submit qualifications for both facilities, Fire Station #13 and EMS #88?	Proposers may submit Statements of Qualifications for one or both projects.
Di Pompeo Construction Corp.	To satisfy the submittal requirements under RFQ section 4.2.3, please clarify are we allowed to submit our firm qualifications and experience "in a different format" other than Standard Form 330?	Yes.
Whiting-Turner Contracting Co.	Section 4.2.8. Can you confirm that the City is looking for 40% of the dollar value of work to be self-performed by the DBF?	Confirmed.

Supplier	Question	Answer
Gulf Building LLC	Is this City anticipating holding oral presentations at the end of Step 1?	The Evaluation Committee will make that decisison based on responses received.
Di Pompeo Construction Corp.	Per your response in the Q&A forum regarding two separate and distinct projects Under this Event#, what is the project for “line Item No. 1 for P10918” and what is the project for line “Item No. 2 RFQ P12328”? Both line items have the same name.	Line #1 - P10918 is for Fire Station 13 Line #2 - P12328 is for Emergency Medical Station #88
Gulf Building LLC	If submitting on both projects, is the City requesting two separate RFQ response packages? If yes, are we required to submit a $10,000 proposal bond for each project?	Firms are required to submit a clearly marked RFQ response packet for each project, however only one (1) proposal bond will be required.
Gulf Building LLC	If one firm is selected for both projects, will there be two separate contracts with the City?	No.
Gulf Building LLC	Can you please confirm whether the City has established anticipated M/WBE participation goals for these projects? If so, are separate goals identified for design services and construction services, and what are the respective percentages?	Refer to Section IV - Submittal Requirements, 4.2.12 - Minority/Women (M/WMBE) Participation requirements.
Kaufman Lynn Construction	Can the City please provide a copy of the form it intends to use for the Bid Bond?	Refer to Addendum No. 2.
Di Pompeo Construction Corp.	Does the City have a required “Proposal Bond form” that proposers are required to use for Step 1 of this solicitation?	Refer to Addendum No. 2.
Di Pompeo Construction Corp.	RFQ Sec. 4.2.12…proposers are to state their planned efforts in meeting M/WBE procurement goals under FS 287.09451. Is there a participation requirement primes are required to utilize a % of M/WBE subconsultants or subcontractors for Step 1 or Step 2	There are no M/WBE participation goal requirements for either step.
Gulf Building LLC	Please clarify the intended definition of “Subconsultant”. Please see attachment	A Subconsultant is a person or entity that provides labor, supplies, or services to a contractor in exchange for salary, wages, or other remuneration, and who is not a full-time employee of the Design-Build Firm (DBF).
Gulf Building LLC	Please clarify if these projects will include specific M/WBE participation goals or targets. Please see attachment for full question.	There are no M/WBE participation goal requirements for either project.
Gulf Building LLC	Section 4.2.9 requests two subconsultant references. Please confirm if these should be project references for the sub-consultant firm, or individual references for the specific personnel proposed.	The references should be for the specific personnel proposed.

Supplier	Question	Answer
Gulf Building LLC	Please clarify what the city is looking for in response to the Sub-consultant(s) portion of Section 4.2.9 and Section 4.2.143? Both are requesting subconsultant information. Should the same information be provided in both sections?	Section 4.2.9 requests specific information about proposed individual team members, while Section 4.2.13 seeks general information about subconsultant firms. Proposers may provide the same information in both sections, if they choose.
Gulf Building LLC	Please see attachment for follow up question related to Key Personnel and Resumes.	Proposers should submit no more than seven (7) resumes in response to Section 4.2.7, aligned with the requirements outlined therein. The seventh resume may be selected at the proposer's discretion. Submitting more than seven (7) resumes will not result in disqualification.
Gulf Building LLC	The Bid/Proposal Form states that by submitting a signed proposal, the respondent agrees to accept a contract if approved by the City. Can the City provide a copy of the contract that will be executed for this project.	Refer to Addendum No. 2.
Gulf Building LLC	Please confirm that the Delivery and Total Bid Discount highlighted sections of the attached Bid/Proposal Certification Form are not applicable at this Step.	Confirmed. Delivery and Total Bid Discount are not applicable to the Step 1 procurement.
West Construction, Inc.	Can the City please confirm whether the SF330, tab dividers, cover page, licenses, and required forms count toward the 100-page limit?	The SF330 Forms will count towards the preferred 100-page limit. Tabs, cover pages, licenses, and required forms will not.
Gulf Building LLC	Should the documents required under the Respond to Questions tab for the items listed (Required Forms, Licenses, Experience, Insurance, and Proposal Security) also be included in the combined PDF, or only uploaded under the Respond to Questions tab.	Proposers may provide the required documents in either location.
Di Pompeo Construction Corp.	Per section 4.2, The City prefers that responses be no more than 100 pages. 1)Are the required forms and divider pages included in the preferred 100-page count? 2)If a proposer exceeds the preferred 100-page count, will they be disqualified?	No, the required forms and divider pages will not be counted towards the 100-page preferred maximum page count. No, proposers will not be disqualified if they exceed 100-page preferred maximum page count.
James B Pirtle Construction Company d/b/a Pirtle Construction Company	Please explain in detail the evaluation process and requirements for the step two submission response.	The City will solicit proposals through a competitive selection process, in accordance with Section 2-181(f)(6) of the City of Fort Lauderdale Code of Ordinances and Section 287.055(9)(c) of the Florida Statutes, to procure the services of a qualified Design-Build Firm (DBF).

Supplier	Question	Answer
James B Pirtle Construction Company d/b/a Pirtle Construction Company	Can you explain in detail, the 40% self-perform requirement of the design-build team?	The awarded contractor must, with their own organizational forces, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement, as defined by the contract documents.
Gulf Building LLC	Will either project seek any level of LEED/ Green Building certification?	No, we will not seek any LEED/Green Building certification.
Gulf Building LLC	Please confirm that the durations of 559 days from Notice to Proceed (NTP) to Substantial Completion and 589 days from NTP to Final Completion apply to the construction phase only, and do not include design and permitting activities.	The estimate duration of 589 days from NTP to Final Completion includes design, permitting and construction activities.
Di Pompeo Construction Corp.	The supplier portal “Event Line 1 response information” items states proposers must enter a unit cost, or select no charge or not bid. An error message occurs when we enter $0 in the unit price line item. Shall proposers select the no charge box?	Yes. Pricing will be requested in the 2nd Step Request for Proposals.

ADDENDUM NO. 1

RFQ No. 522

STEP 1 - PRE-QUALIFICATION FOR DESIGN BUILD SVCS FOR FIRE STATION #13 AND EMS #88

ISSUED: September 10, 2025

1. The following are changes and clarifications to Section 3, Scope of Work, 3.1.1 - Fire Rescue Station #13. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

This project is located at 2871 East Sunrise Boulevard, Fort Lauderdale, Florida 33301 in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to: design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work for a new fire station. The station is to is to be a Battalion Station with ~~three~~ **four** bays housing twelve firefighters in approximately ~~13,250~~ **13,900** square feet. ~~In addition, Ocean Rescue Headquarters will need to be incorporated into design with approximately 4,500 square feet.~~

Included in the scope of work are design, permitting and construction, construction management services, ~~as well as inspection~~, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent.

The DBF shall be responsible for **providing a 100% design based on H2M's Design Criteria Package inclusive of preparing and submitting** ~~designing, surveying, geotechnical exploration, preparation of completed~~, permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

2. The following are changes and clarifications to Section 3, Scope of Work, 3.1.2 - Emergency Medical Station #88. Words in strikethrough type are deletions from existing text. Words in bold underlined type are additions to existing text.

This project is located at 507 SE 11th Court, in the City of Fort Lauderdale in the City of Fort Lauderdale. The work to be accomplished under this contract includes but is not limited to: design, permitting and construction,

construction management services, ~~as well as inspection~~, construction certification and all associated work for a new emergency medical station. The station is to be an Emergency Medical Station with two bays housing ~~six~~ **seven** firefighters in approximately ~~7,859~~ **9,000** square feet.

Included in the scope of work are design, permitting and construction, construction management services, ~~as well as inspection~~, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent.

The DBF shall be responsible for **providing a 100% design based on H2M's Design Criteria Package inclusive of preparing and submitting** ~~designing, surveying, geotechnical exploration, preparation of completed,~~ permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

3. Firms are required to submit a clearly marked RFQ response packet for each project they are submitting a response for, however only one (1) proposal bond will be required.

4. An additional document "Pre-Demolition Asbestos Survey Report" for Fire Station 13 has been added to the solicitation documents.

5. An additional document "Fire Station 13 Geotechnical Report" for Fire Station 13 has been added to the solicitation documents.

6. An additional document "Station 88 Geotechnical Report" for Emergency Medical Station 88 has been added to the solicitation documents.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 2

RFQ No. 522

STEP 1 - PRE-QUALIFICATION FOR DESIGN BUILD SVCS FOR FIRE STATION #13 AND EMS #88

ISSUED: September 24, 2025

1. The following are changes and clarifications to Section 4, Submittal Requirements, 4.2.7 – Key Personnel. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

4.2.7 Key Personnel The DBF ~~shall~~ **should** provide a maximum of seven (7) resumes of the key staff to be assigned to perform the Work. The resumes provided ~~shall~~ **should** identify the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialist, Project Health and Safety Manager, **at a minimum**. These Primary positions shall only serve in one (1) role.

NOTE: The Project Manager must be an employee of the DBF or JV submitting the Proposal and not a Subconsultant or not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless DBF/JV receives prior approval by the City Project Manager to use a backup Team Member. Provide an organization chart for proposed Team Member key personnel staff, including subconsultants and subcontractors.

2. An additional document “Draft Design Build Contract” has been added to the solicitation documents.

3. An additional document “Event 522 - Proposal Bond Form” has been added to the solicitation documents.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire
Procurement Administrator

Company Name: _____
(please print)

Bidder’s Signature: _____

Date: _____

CITY OF FORT LAUDERDALE

CONTRACT

DESCRIPTION

CONTRACTOR

AMOUNT

COMMISSION APPROVAL DATE

Sample Agreement

AGREEMENT

Between

CITY OF FORT LAUDERDALE

And

VENDOR

for

DESIGN/BUILD SERVICES FOR

REQUEST FOR PROPOSAL NO.

Sample Agreement

This Agreement made and entered into this__day of_____, 2025, between the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and **VENDOR.,** a XXXX Corporation authorized to transact business in Florida, its successors and assigns, hereinafter referred to as "DESIGN/BUILD FIRM," or collectively the "Party" or "Parties."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DESIGN/BUILD FIRM agree as follows:

ARTICLE 1- DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the Parties.

Agreement - This document, inclusive and including all exhibits and documents that are expressly incorporated by reference.

Applicable Laws - All federal, state, county, and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Project and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws may be amended from time to time to perform the Work.

Change Order - A written document ordering a change in the Not To Exceed Guaranteed Maximum Price or Contract Time or a material change in the Work.

CITY - The CITY (or Owner) shall mean the City of Fort Lauderdale, a Florida municipal corporation, having its principal offices at 100 North Andrews Avenue, Fort Lauderdale, Florida33301, which is a Party hereto and/or for which this Agreement is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the CITY's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Agreement.

CITY Commission - CITY Commission shall mean the governing and legislative body of the CITY.

CITY Manager - CITY Manager shall mean the Chief Administrative Officer of the CITY.

Construction Documents Phase - The phase in which DESIGN/BUILD FIRM will consult with Project Manager and prepare the Construction Documents for the Project, based upon the information provided in the Design Criteria Package (DCP), for review and approval of the CITY (including, without limitation, any and all applicable CITY departments) and any applicable regulatory agencies.

Construction Manager - The Construction Manager is the authorized individual or firm which is the representative of the DESIGN/BUILD FIRM, who/which will administer/manage the construction effort on behalf of the DESIGN/BUILD FIRM.

Construction Phase - The phase which constitutes DESIGN/BUILD FIRM's administration of

Sample Agreement

the construction of the Project and all activities necessary for the completion of the Project.

Consultant - The person or entity who is a registered architect, professional engineer, professional land surveyor, and/or registered landscape architect having a contract with DESIGN/BUILD FIRM toprovide professional services for the design of the Project, and who is licensed by the State of Florida toprovide said services.

Contract Documents - This Agreement, as approved by the Mayor and CITY Commission and its exhibits, attachments and forms, any addenda, performance bond and payment bond, plans and specifications (as approved and permitted) as prepared by the DESIGN/BUILD FIRM in accordance with the information provided in the DCP, Notice of Award, Notice(s) to Proceed, and any and all agreed upon contract and/or design modifications, including but not limited to change orders; Project schedule; a schedule of values, and any additional documents the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition ofsuch publication or standard including revision and effect on the date of the issuance of all applicable permits.

Contract Time - The time between the Project Initiation Date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the Agreement, as may be amended by Change Order.

Contract Price - The Not to Exceed Guaranteed Maximum Price agreed to between DESIGN/BUILD FIRM and the CITY. The Contract Price is not subject to increase, except as expressly allowed within the Contract Documents.

Design/Build Firm - **VENDOR.,** its successors and assigns, is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement, and is the person, firm or corporation liable for the acceptable performance of, and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, services and Work. The DESIGN/BUILD FIRM is in no way relieved of the responsibility for the performance of all equipment furnished.

Design Criteria Package (DCP) - DCP shall mean those certain conceptual plans and specifications and performance-oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

Design Criteria Professional - Design Criteria Professional shall mean the individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who/which is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statues, and in connection with the preparation of the DCP who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the DCP.

Field Order or Supplemental Instruction - A written order for minor changes or interpretationsof the Contract Documents, but which does not involve a change in the Not To Exceed Price or Contract Time.

Final Completion - The date certified by the Project Manager that all conditions of the permits

Sample Agreement

and regulatory agencies have been met; all construction, including corrective and punch list work, hasbeen performed and accepted by the CITY; all administrative requirements of the Contract Documents have been completed; and CITY has received from DESIGN/BUILD FIRM all necessary documentation, as deemed required by the CITY including, but not limited to, the following: all final releases of liens, consent of surety, release of claims by DESIGN/BUILD FIRM, correct as-built drawings, a final bill of materials, executed final adjusted Change Orders, final invoice, copies of pertinent test results, correspondence, warranties, guarantees, operational manuals, spare parts, service contracts and tools.

NOT TO EXCEED PRICE (NTE) - THE MUTUALLY AGREED UPON CONTRACT PRICETO BE PAID OF **$XXXXXX** TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN/BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMITS (AS REQUIRED BY THE CONTRACT DOCUMENTS), ADMINISTER, COORDINATE, INSPECT, CONSTRUCT AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE DOLLAR AMOUNT SHALL INCLUDE, BUT NOT BE LIMITED TO ALL PROFIT, OVERHEAD, ON-SITE AND OFF-SITE CONDITIONS (KNOWN AND UNKNOWN) AND ADMINISTRATIVE COSTS. THE NOT TO EXCEED GUARANTEED MAXIMUM PRICE IS NOT SUBJECT TO INCREASE EXCEPT AS EXPRESSLY ALLOWED.

Holidays - Those designated non-work days as established by the CITY Commission of the CITY of Fort Lauderdale.

Notice to Proceed - One or more written notice(s) to DESIGN/BUILD FIRM issued by the Project Manager authorizing the commencement of specified Work.

Owners Representative - The individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who/which is employed byor retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statues, and who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the requirements of this Agreement.

Plans and Specifications - The official graphic representations of the Project as prepared, signed and sealed by Architect/Engineer and which, upon written approval of CITY, shall become a partof the Contract Documents.

Project - The design/construction project described in the Contract Documents.

Project Manager/Contract Administrator - The employee of the CITY, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the CITY unless otherwise specified. The Term Project Manager and Contract Administrator are used interchangeably.

Punch List - The CITY's list of Work yet to be done or be corrected by the DESIGN/BUILD FIRM before the final completion date can be determined by the CITY.

Shop Drawings - Drawings, diagrams and schedules, and other data specially prepared by the DESIGN/BUILD FIRM or its subcontractors, sub-subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

Substantial Completion - The date, as certified by the Project Manager that all conditions of the

Sample Agreement

permits and regulatory agencies have been met for the CITY's stated use of the Project, and all construction has been performed therein in accordance with the Contract Documents so CITY can beneficially enjoy, use or occupy and can operate it in all respects for its intended purpose.

Surety - The surety company or individual which is bound by the performance bond and payment bond with and for DESIGN/BUILD FIRM, who is primarily liable, and which surety company or individual is responsible for DESIGN/BUILD FIRM's acceptable performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

Work - The totality of the obligations, including design, permitting, governmental entitlements, site plan approvals and construction and all other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided to or to be provided by DESIGN/BUILD FIRM to fulfill its obligations.

ARTICLE 2 - GENERAL PROVISIONS

2.1 DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, materials, equipment, Work, services and incidentals necessary to complete the Project, in accordance with the Contract Documents, within the Contract Time and for the Not to Exceed Guaranteed Maximum Price.

2.2 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM warrants and represents to CITY that it will furnish its best skill and judgment in performing the Work, and shall always act to further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.

2.3 By signing this Agreement, the DESIGN/BUILD FIRM accepts a fiduciary duty with the CITY and warrants and represents to the CITY that the DESIGN/BUILD FIRM: (a) has all licenses and certifications required by applicable laws; (b) is experienced in all aspects of pre-construction and construction planning for projects similar to the Project; (c) will act in the CITY's highest and best interests in performing the Work; and (d) that no employees or affiliates of the DESIGN/BUILD FIRM, including all Consultants, any sub-consultants, subcontractors, and suppliers, at any tier, have been convicted of a public entity crime, fraud, theft, and/or a property damage crime within the preceding thirty-six (36) months from the time this Agreement is executed, as required pursuant to Section 287.133, Florida Statutes.

2.4 Intention of Contract Documents: It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction, other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the DESIGN/BUILD FIRM, whether or not specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning are used to describe Work, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is

Sample Agreement

specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of permit issuance. CITY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.5 DESIGN/BUILD FIRM shall plan, record, and update, at least monthly, the design and construction schedule of the Project. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of design and construction and shall be revised at least monthly and as required by the conditions of the Work. The Project Schedule shall encompass all of the work of all professions and trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enableprogress to be monitored on a weekly basis. DESIGN/BUILD FIRM shall be responsible to have available to it all materials, supplies, and appropriate personnel, trades, etc., necessary to complete the Work in accordance with the Project Schedule.

ARTICLE 3 - PROJECT MANAGER

3.1 The Project Manager is hereby designated by the CITY as _____, Project Manager whose address is . The Project Manager will assume all duties and responsibilities and will have the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents shall be followed as to Work, materials and dimensions except with the Project Manager may authorize, in his/her sole discretion, and in writing, an exception.

4.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Consultant, with concurrent written notice to Contract Administrator/ Project Manager. DESIGN/BUILD FIRM shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Consultant, with concurrent written notice to Project Manager.

4.3 DESIGN/BUILD FIRM shall maintain two (2) copies of the Contract Documents, one of which shall be preserved and always kept accessible at the site for the Project Manager, and/or authorized representatives.

4.4 The Contract Documents shall have the following order of precedence, beginning with the most important:

A. This Agreement (Contract) and all exhibits, addendums, and amendments thereto;

B. Change Orders (to the extent permitted under this Agreement);

C. The Specifications, as approved and permitted;

D. The Plans, as approved and permitted;

E. All other information provided in the DCP;

F. CPM Project Schedule and Schedule of Values; and

Sample Agreement

G. DESIGN/BUILD FIRM's response to the CITY's request;

ARTICLE 5 - SCOPE OF WORK

DESIGN/BUILD FIRM agrees to complete the Project generally described as (RFP) NO.____, submitted by the DESIGN/BUILD FIRM, to provide design-build services for the _____, and_____.

INSERT SCOPE HERE

The Project shall be construed in accordance with the requirements and provisions of said Contract Documents and for the Not to Exceed Guaranteed Maximum Price.

5.1 DESIGN/BUILD FIRM agrees to meet with the Project Manager or his/her respective designees at reasonable times and with reasonable notice.

5.2 Prior to the Final Completion of construction services under this Agreement, and as a condition precedent to final payment, there shall be established a record set of plans on reproducible vellum and a record set of Specifications, both of which shall bear the written approvals of the DESIGN/BUILD FIRM and the CITY's Project Manager. Such approval shall be indicated by the written signature of both Parties. In addition, there shall be established electronic copies on USB drives of the record set plans, non-compressed, formatted in the latest version of AutoCAD and of the record set of Specifications.

5.3 DESIGN/BUILD FIRM herein represents that Construction Manager, at a minimum, will provide the following services:

5.3.1 At least five (5) days prior to the commencement of the construction phase of the Project, the DESIGN/BUILD FIRM will identify and provide the qualifications of a suitably qualified and experienced Construction Manager, approved by the CITY,who will be on site full time at the Project. No more than twenty percent (20%) of the proposed team can be changed and such change will require CITY approval.

5.3.2 DESIGN/BUILD FIRM will use reasonable efforts to have the same Construction Manager on the Project, full time, to its conclusion, and any new representative will first be approved in writing by Project Manager before permanent assignment. Approval shall not be unreasonably withheld.

5.3.3 The Construction Manager will conduct weekly meetings with the DESIGN/BUILD FIRM and its subcontractors at regular times, as previously agreed upon and approved by the Project Manager and shall issue weekly reports on the progress of the Work and the minutes of the previous meeting.

5.3.4 The Construction Manager will administer the DESIGN/BUILD FIRM's Work.

5.3.5 The Construction Manager shall coordinate the processing of shop drawings and material submittals.

Sample Agreement

5.3.6 The Construction Manager will achieve satisfactory performance by DESIGN/BUILD FIRM and, if required, will require corrections to DESIGN/ BUILD Firm's Work including, but not limited to, maintaining punch lists and observing testing.

5.3.7 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.

5.3.8 The Construction Manager will assist in the preparation of record drawings and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.

5.3.9 The Construction Manager will observe testing, start-up activities, and commissioning of project scope as described in the DCP.

5.3.10 The Construction Manager will secure all equipment brochures and warranties from the DESIGN/BUILD FIRM.

5.3.11 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.

5.4 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide thefollowing services:

5.4.1 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.

5.4.2 Consultant shall design the Project so as to comply with Applicable Laws.

5.4.3 Consultant shall prepare the Plans and Specifications, as well as obtain all requiredand necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.

5.4.4 Consultant shall also submit the Plans and Specifications to the Owners Representative, with a copy to Project Manager, for his/her review and written approval. Owners Representative shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Owners Representative's approval of the Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, information provided in the DCP, and/or with the terms of this Agreement. Except asprovided herein, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Owners Representative shall constitute a representation by the Owners Representative that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project;provide information necessary for the use of DESIGN/BUILD FIRM subcontractors and those in the building trade; and include documents necessary for

Sample Agreement

regulatory agencies and other governmental approvals.

5.4.5 Consultant shall prepare construction change directives, if necessary, at no additional cost to the CITY, and authorize minor changes in the Work, as provided inthe Contract Documents.

5.4.6 Consultant shall receive and review for compliance with the Contract Documents, allwritten warranties and related documents required hereby to be assembled upon substantial completion and issue applications for payment performed in compliance with the requirements of the Contract Documents.

5.5 The approved and permitted Plans and Specifications shall constitute a representation by Consultant to CITY that the Project, if construed as required by the Contract Documents,will be sufficient for its purposes. The Plans and Specifications include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM, sub-contractors, and those in the building trade; and include documents necessaryfor regulatory agencies and other governmental approvals.

5.6 Project Manager will provide the following services:

5.6.1 The Project Manager shall review applications for payment and coordinate the processing thereof with the CITY.

5.6.2 The Project Manager shall monitor the schedule(s).

5.6.3 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN/BUILD FIRM.

5.6.4 The Project Manager shall review and observe the Work and testing thereof for conformance and compliance with the requirements of the Contract Documents.

5.6.5 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes.

5.6.6 At all times, the Project Manager will act as liaison between the Parties to this Agreement, and the CITY's Project Manager.

ARTICLE 6 - CONTRACT TIME AND COMPLETION DATE

6.1 Time is of the essence for the DESIGN/BUILD FIRM's performance of the Work pursuant to this Agreement. The DESIGN/BUILD FIRM agrees to complete the Work in accordance with the approved and accepted Project Schedule and to achieve substantial completion of the Work, in accordance with this Agreement, and within the Contract Time. The DESIGN/BUILD FIRM acknowledges that failure to achieve substantial completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project.

6.2 DESIGN/BUILD FIRM shall be instructed to execute the Agreement immediately. DESIGN/BUILD FIRM shall immediately commence scheduling activities, permit

Sample Agreement

applications and other preconstruction Work after the Notice to Proceed.

6.3 The DESIGN/BUILD FIRM shall complete the Construction Documents Phase.

6.4 The DESIGN/BUILD FIRM shall meet the following construction duration:

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Assumed Notice to Proceed Date	XXX
Substantial Completion of PROJECT	XXX
Final Completion of PROJECT	XXX

ARTICLE 7 - LIQUIDATED DAMAGES

7.1 Failure of the DESIGN/BUILD FIRM to substantially complete the Project in accordance with Section 6.4 above, or meet any of the milestones as indicated in Section 6.4 above, DESIGN/BUILD FIRM shall pay to the CITY the sum of _____ **($xxx)** for each calendar day that the completion of the Work is delayed beyond the time after the time specified in Article 6 Section 6.4 above (plus any approved time extensions at the sole discretion of the CITY) that DESIGN/BUILD FIRM fails to meet time specified in Section 6.4 above.

7.2 The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DESIGN/BUILD FIRM.

7.3 DESIGN/BUILD FIRM and CITY HEREBY MUTUALLY AGREE AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixedand agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequenceof such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Contract on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.

7.4 The CITY shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the DESIGN/BUILD FIRM the amount ofliquidated damages, and if the amount retained by the CITY is insufficient to pay in full such liquidated damages, the DESIGN/BUILD FIRM shall pay all liquidated damages in full. The DESIGN/BUILD FIRM shall be responsible for reimbursing the CITY, in addition to liquidated damages or other damages for delay, for all costs of engineering fees and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the DESIGN/BUILD FIRM whichever is later.

7.5 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Agreement or as much thereof as CITY may, in its sole discretion, deem just and reasonable.

Sample Agreement

ARTICLE 8 - CHANGE OF THE CONTRACT TIME

8.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim.Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the DESIGN/BUILD FIRM if a claim is made there for as provided in paragraph 8.1. Such delays shall include but not be limited to, acts or neglect by the CITY, or to fires, floods, labor disputes, abnormal weather conditions, or acts of God.

8.3 All time limits stated in the Contract Documents are of the essence. The provisions ofthis Article shall not exclude recovery for damages for delay by the DESIGN/BUILD FIRM.

8.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with DESIGN/BUILD FIRM shall not give rise to a claim by the DESIGN/BUILD FIRM for damages for increases in material and/or labor costs.

ARTICLE 9 - CONTRACT PRICE (NOT TO EXCEED PRICE) ANDMETHOD OF PAYMENT

9.1 The Contract Price is the Not To Exceed Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and the CITY under this Agreement, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.

9.2 The Contract Price for the Project, which is also the Not to Exceed Guaranteed Maximum Price is $XXXXXX. This includes bonds, allowances and material change with the exception of permit fees. The CITY will reimburse actual cost of permit(s) upon submission of paid permit receipts.

INSERT PRICE PAGE HERE

9.3 In the event that the DESIGN/BUILD FIRM's total approved expenditures for the Project exceed the Not To Exceed Price Guaranteed Maximum Price, the DESIGN/BUILD FIRMshall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Not To Exceed Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.

9.4 METHOD OF BILLING AND PAYMENT

9.4.1 During the Construction Documents Phase, DESIGN/BUILD FIRM may

Sample Agreement

submit a request for payment monthly based upon percentage of completion of the (final construction) Plans and Specifications. During the Construction Phase, DESIGN/BUILD FIRM may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the Notice to Proceed, and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. DESIGN/BUILD FIRM's requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Project Manager.

At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of subcontractors that performed Work during the payment application period being submitted; releases of liens from the DESIGN/BUILD FIRM for the previous period being billed; releases of liens from subcontractors that have performed Work during the previous billing period unless payment for the previous period has not been received by the DESIGN/BUILD FIRM; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated Project Schedule (as approved); and back up for all items being billed. The certification of Work will mean compliance by DESIGN/BUILD FIRM with the approved Project Schedule; that as-built drawings of improvements are current for the priorperiod; and Applicable Laws are being met and complied with. Each requisition for payment shall be submitted to the Project Manager for approval. Payment for Work performed will be made in accordance with the Florida Prompt Payment Act, Sections 255.0705 - 255.078, Florida Statutes, but not more frequently than once a month. The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule, as indicated in the Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

Material purchases can be invoiced to the CITY, upon receipt of invoice and documentation of order placement must be accompanied by a bill of sale from themanufacturer or supplier. The CITY will endeavor to pay material invoices earlier, albeit not later than thirty (30) days of receipt of a valid invoice. Any invoices that are not considered valid will be returned immediately for correction or additional documentation. No more than eight percent (8%) contractor's mark-up will be allowed for materials.

9.4.2 CITY agrees that it will pay DESIGN/BUILD FIRM in accordance with the Florida Prompt Payment Act, within thirty (30) calendar days of receipt of DESIGN/BUILD FIRM's proper requisition for payment, as provided above.

9.4.2.1 CITY will review DESIGN/BUILD FIRM's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform DESIGN/BUILD FIRM within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by DESIGN/BUILD FIRM to CITY.

Sample Agreement

9.4.2.2 Payments are scheduled to be made by CITY to DESIGN/BUILD FIRM using a credit card /CITY Procurement Card (P-Card).

9.4.2.3 Payment may be made to CONSULTANT at:

Company name, address, email, phone

9.4.3 The DESIGN/BUILD FIRM shall use the sums advanced to it solely for the performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the DESIGN/BUILD FIRM in performance of the Work.

9.4.4 DESIGN/BUILD FIRM shall remain liable for subcontractors' work and for any unpaid laborers, material suppliers of subcontractors in the event it is after discovered that said work is deficient or that any subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.

9.4.5 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's request of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74(4), Florida Statutes. This Section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.

9.4.6 Pursuant to Florida Statutes, Section 255.078, five percent (5%) of all monies earned by DESIGN/BUILD FIRM shall be retained by the CITY until the Project has obtained Final Completion and been accepted by the CITY. The CITY may incrementally reduce the rate of retainage pursuant to a schedule provided for in the agreement, or from releasing at any point or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the Consultant or by one or more subconsultant or suppliers, if applicable and determined to be in the City's best interest. If the City makes any payment of retainage to Consultant which is attributable to the labor, services, or materials supplied by one or more subconsultant or suppliers, the Consultant must timely remit payment of such retainage to those subconsultants and suppliers.

9.5 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of DESIGN/BUILD FIRM, or by issuance of Change Orders affecting final completion, and the Project Manager so certifies. CITY shall, upon certification of the Project Manager, and without terminating the Agreement, make payment of the balancedue for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.6 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Project Manager shall, within seven (7) calendar days,make an inspection thereof. If the Project Manager finds the Project acceptable under theContract Documents and the Project fully performed, a Final Certificate of

Sample Agreement

Payment shall be issued by the Contract Administrator over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.

9.7 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Project Manager a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, consultant, subcontractors, and subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. The warranties provided after the initial warranty period of year one will be covered under the warranty bond attached as an Exhibit to this Agreement. DESIGN/BUILD FIRM shall submit a completed as-built drawings package signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's Public Works Department, and proof that all permits have been closed, which shall be delivered prior to requesting final payment.

9.8 CITY may withhold final payment or any progress payment to such extent as may be necessary on account of:

A. Defective Work not remedied;

B. Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM;

C. Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, subcontractors or subconsultants, or for material or labor;

D. Damage to another subcontractor, subconsultant, supplier, material, person (as provided for in Florida Statute Chapter 713), party or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, contractor, consultant, subconsultants, subcontractors, sub-subcontractors, sub-subconsultants, material person and suppliers;

E. Liquidated damages pursuant to Article 7 herein;

F. As-built drawings not being in a current and acceptable state.

9.9 When the above grounds in 9.4.7 are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.

9.10 If the Project Manager, in his/her reasonable judgment, determines that the portion of the Not To Exceed Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN/BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Not To Exceed Price then remaining unpaid is determined by the Project Manager to be sufficient to so complete the Work.

9.11 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties

Sample Agreement

requiredby the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.

9.12 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. Any warranties that are extended to the CITY beyond the standard warranty are to be in writing with the servicing firm information attached as an Exhibit. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The DESIGN/BUILD FIRM's warranty excludes damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

ARTICLE 10 - ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

10.1 Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. The CITY may order additions, deletions or revisions in the Work using agreed upon rates to be included in the Contract Documents and/or Schedule of Values. Upon receipt of a Change Order, the DESIGN/BUILD FIRM shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shorteningof the Contract Time, an equitable adjustment will be made on the basis of a claim made by either party.

10.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the CITY and DESIGN/BUILD FIRM.

ARTICLE 11 - DESIGN/BUILD FIRM'S RESPONSIBILITIES

11.1 The Parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the Project according to the DCP.

11.2 The DESIGN/BUILD FIRM will be responsible for security, with full cooperation of the CITY all permits for the Project, including without limitation, South Florida Water Management District, Broward County, Army Corps of Engineers and Florida Department of Environmental Protection. Except as provided in the preceding sentences, the DESIGN/BUILD FIRM shall be fully responsible for any and all other permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses require by federal, state or local laws, rules, and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRMpursuant to this

Sample Agreement

Agreement shall be secured by the DESIGN/BUILD FIRM and paid for by the CITY. It is the DESIGN/BUILD FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed, and for all persons working on the Project for whom a certificate of competency is required.

11.3 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees, including, but not limited to, the contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, materials persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.

11.4 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, sub-sub-consultants, materials persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for contractor, consultant, subcontractors or sub-consultant; and any and all persons for whose acts any of the aforesaid may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and consultant, or CITY and any subcontractor, sub-consultant, sub-subcontractor, sub-sub-consultant, or any other person working either for DESIGN/BUILD FIRM or for any of the afore-stated parties in conjunction with the design and construction of the Project, including, without limitation, any obligation on the part of the CITY to pay or to see the payment of any monies due to any of the afore-stated parties pursuant to this Section.

11.5 DESIGN/BUILD FIRM agrees to bind its consultant, subcontractors, and sub-consultants to the applicable terms and conditions of this Agreement for the benefit of the CITY.

11.6 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, materials, construction and other labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

11.7 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, consultants, subcontractors and sub-consultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.

11.8 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project, including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Project Manager in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, consultant, subcontractors,

Sample Agreement

subconsultants, sub-subconsultants and sub-subcontractors to observe and comply with all Applicable Laws.

11.9 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

11.10 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore and shall bear all costs attributable thereto. DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Not To Exceed Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Not To Exceed Price and the Contract Time.

THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP FOR THE PROJECT IS ACCURATE, PRACTICAL, CONSISTENT, AND/OR CONSTRUCTIBLE.

11.11 DESIGN/BUILD FIRM accepts the Project site in its observable and/or documented condition existing at the time of this Agreement, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project. By signing this Agreement, the DESIGN/BUILD FIRM represents to the CITY that it has: (a) visited the Project site to become familiar with the conditions under which the Work is to be performed; (b) become familiar with all information provided (without warranty) by the CITY pertaining to the Project site; and (c) correlated its observations with the information furnished by the CITY (without warranty), and the Contract Documents. The DESIGN/BUILD FIRM hereby waives additional time or compensation for additional work made necessary by observable and/or documented conditions existing at the Project site, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.

11.12 The DESIGN/BUILD FIRM agrees specifically that no Change Orders shall be required by the DESIGN/BUILD FIRM or considered by the CITY for reasons involving conflicts in the Contract Documents; questions of clarity with regard to the Contract Documents; and incompatibility or conflicts between the Contract Documents and the existing Project site conditions excluding, without limitation, utilities and unforeseen underground conditions at the discretion of the CITY and will not be unreasonably withheld. The DESIGN/BUILD FIRM acknowledges that it has ascertained all correct locations for points of connection for all utilities required for this Project.

11.13 The DESIGN/BUILD FIRM shall comply with all conditions of any permits issued by government authorities.

11.14 All material and equipment shall be of good quality and new, except as otherwise

Sample Agreement

provided in the Contract Documents. Suppliers shall be selected and paid by the DESIGN/BUILD FIRM; the CITY reserves the right to approve all suppliers and materials.

11.15 The DESIGN/BUILD FIRM shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The DESIGN/BUILD FIRM hereby expressly binds itself to indemnify and save harmless the CITY from all such claims and fees and from any and all suits and actions of every name and description that may be brought against CITY on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said CITY for the infringement of any and all patents or patent rights claimed by any person, firm, corporation or other entity.

11.16 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 am to 7:00 pm, Monday through Friday. The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the CITY of Fort Lauderdale) without the Project Manager's written consentat least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the DESIGN/BUILD FIRM shall pay for the additional charges to the CITY with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the DESIGN/BUILD FIRM and no extra payment shall be made to the DESIGN/BUILD FIRM for overtime work. The cost to the DESIGN/BUILD FIRM to reimburse the CITY for overtime inspections is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the DESIGN-BUILD FIRM at the actual rate accrued.

CITY Inspector Regular Hours: 8:00 am to 4:30 pm
Overtime: 5:01 pm to 7:59 am
Inspection Overtime Cost: $100/hr.

11.17 DESIGN/BUILD FIRM requests to work during other than regular hours that conform to the standard hours listed in the CITY's Noise Ordinance Section 17-8 (1), must be submitted to the DCP and CITY Project Manager with six (6) business days in advance of scheduled work. Request shall include the following information:

- Cover page with DESIGN/BUILD FIRM name, project name, and location
- Description of work to be performed outside of normal work hours
- Site plan and location map
- Legal description
- Justification for work and why extended work hours are being requested
- Commencement date and duration of work
- List of DESIGN/BUILD FIRM contacts, including those on site
- Details on type of equipment to be used during extended work hours

Sample Agreement

- Details on noise levels that may be produced by range of decibels, including current ambient levels at site and levels predicted from proposed construction impacts
- Details on vibratory control measures to be implemented
- Details on how neighbors in vicinity of work area will be notified
- Details on how complaints will be resolved and/or mitigated
- Maintenance of Traffic plans approved by CITY's Transportation and Mobility Department (TAM) andany other agencies (if applicable).

11.17.1 If no lane closure or traffic impacts are necessary, the DESIGN/BUILD FIRM request must be submitted seven (7) business days in advance of scheduled work. If the Work requires lane closures, request should be submitted at least ten (10) business days in advance, along with MOT plans approved by CITY's TAM, and any other agencies if necessary, to allow time for CITY Manager consideration and approval, CITY MOT permit issuance, and notification to the public.

11.17.2 The DESIGN/BUILD FIRM will not be permitted overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the CITY of Fort Lauderdale) without the CITY Manager's written consent at least seventy-two (72) hours in advance of the period proposed for such overtime work. Hours of work shall conform to the requirements of the CITY's Noise Ordinance.

11.17.3 If the DESIGN-BUILD FIRM requests to work outside regular hours that require a special exemption from the provisions of Section 17-7.4, it shall follow the CITY's Department of Sustainable Development's process for "Requesting Exemption from the Noise Ordinance," located at:

https://www.fortlauderdale.gov/government/departments-i-z/sustainable-development/building-services/building-permit-general-info

11.17.4 The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the approval from the CITY Manager or CITY Commission approval at least seventy-two (72) hours in advance of starting such work.

11.18 In the event of an emergency affecting the safety or protection of persons or the Work orproperty at the site or adjacent thereto, DESIGN/BUILD FIRM, without special instruction or authorization from the CITY is obligated to act to prevent threatened damage, injury or loss. DESIGN/BUILD FIRM shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

11.19 Upon issuance of a hurricane watch by the National Weather Service, DESIGN/BUILDFIRM shall submit to the CITY a plan to secure the work area in the

Sample Agreement

event a hurricane warning is issued. The plan shall detail how the DESIGN/BUILD FIRM will secure the premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the CITY before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the DESIGN/BUILD FIRM has not already done so, the DESIGN/BUILD FIRM shall implement its hurricane preparedness plan. Cost of development and implementation ofthe hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal constructionrisk within Florida and shall not entitle

the DESIGN/BUILD FIRM to any additional compensation. DESIGN/BUILD FIRM shall be entitled to request an extension of time for completion of the Work, in accordance with the provision of Article 8 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

11.20 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyondthe control of the other party or that could not have been reasonably foreseen and prevented. For these purposes, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions ofsubcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its respective obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeureshall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The DESIGN/BUILD FIRM further agrees and stipulates, that its right to excuse its failureto perform by reason of force majeure shall be conditioned upon giving written notice ofits assertion that a force majeure delay has commenced within 96 hours after such an occurrence. The DESIGN/BUILD FIRM shall use its reasonable efforts to minimize such delays. The DESIGN/BUILD FIRM shall promptly provide an estimate of the anticipated additional time required to complete the Project.

ARTICLE 12 - CITY'S RESPONSIBILITIES

12.1 CITY shall assist DESIGN/BUILD FIRM by placing at its disposal any available

Sample Agreement

information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment, property, boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; and known zoning, deed and other land use restrictions.

12.2 CITY shall arrange for access to and make all provisions for DESIGN/BUILD FIRM to enter upon public property as required for DESIGN/BUILD FIRM to perform its services.

12.3 CITY shall render decisions under this Agreement in a timely manner.

ARTICLE 13 - SUPERINTENDENCE AND SUPERVISION

13.1 The orders of the CITY are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Agreement and the other Contract Documents. Construction Manager shall keep on the Project during its progress, a full-time, competent, English speaking supervisor, who shall be the Construction Manager Representative and who shall serve as the superintendent, and any necessary assistants, all satisfactory to the Project Manager.

13.2 Construction Manager or Construction Manager Representative shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the Work; time of commencement of Work for the day; the Work performed; materials, labor, personnel, equipment and subcontractors used for the Work; any idle equipment and reasons for idleness; visitors to the Project site; any special or unusual conditions or occurrences encountered; any materials delivered to the Project site; and the time of termination of Work for the day. The daily bound log shall be available for inspection bythe CITY, or its authorized designee, at all times during the Project, without previous notice.

13.3 If DESIGN/BUILD FIRM, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including, but not limited to, the Plans and Specifications, it shall be DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Project Manager, in writing, and the Project Manager will promptly verify same. Any Work done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BECORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN/BUILD FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

13.4 DESIGN/BUILD FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the Project in accordance with the Contract Documents. DESIGN/BUILD FIRM shall be solely responsible for the design, preparation of Construction Documents, means, methods, techniques, safety, sequences and procedures of construction. DESIGN/BUILD FIRM shall give efficient supervisionto the Work, using DESIGN/BUILD FIRM's best skill, attention and judgment.

Sample Agreement

ARTICLE 14 - RESOLUTION OF DISPUTES

14.1 Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of CITY Project Manager and DESIGN/BUILD FIRM Project Manager shall be submitted to the City Manager or his designee and DESIGN/BUILD FIRM's representative for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that Party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the next level of the Parties' respective management levels for resolution. Each Party may determine in such Party's reasonable discretion as to who the "next level of management" is for purposes of resolving disputes.

14.2 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.

14.3 During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM, and CITY shall act in good faith to mitigate any potential damages including using construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, DESIGN/BUILD FIRM shall proceed diligently with performance of this Agreement and CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.

14.4 In the event a resolution of a dispute under this section cannot be resolved, the issue shallbe submitted by the DESIGN/BUILD FIRM to the City Manager or designee, in writing within ten (10) days of the impasse. The notice must state the basis of the dispute and the DESIGN/BUILD FIRM's proposed resolution. The notice given by the DESIGN/BUILD FIRM must include a written notarized certification that any NTE adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the City Manager or designee. The City Manager's decision shall be final and binding on the Parties subject to mediation and judicial review.

14.5 Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

ARTICLE 15 - CITY'S RIGHT TO TERMINATE AGREEMENT

15.1 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the

Sample Agreement

Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written notice from the Project Manager of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the CITY's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an Agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall be entitled to receive the difference. If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

15.2 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause, as set forth in Section 15.3 below.

15.3 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM's receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all Work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOSS PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

15.4 Upon receipt of Notice of Termination pursuant to Sections 15.1 and 15.2 above, DESIGN/BUILD FIRM shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 15.3 which shall be paid for by the

Sample Agreement

CITY) and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents, whether completed or in process. Compensation shall be withheld until all documents are produced to CITY pursuant tothis Article.

ARTICLE 16 - DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

16.1 If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of anyone employed by DESIGN/BUILD FIRM, or if the Project Manager should fail to review and approve or state in writing reasons for non- approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager, then DESIGN/BUILD FIRM may give written notice to CITY, of such delay, neglect or default, specifying same. If CITY, within a period of ten (10) business days after suchwritten notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained, but excluding any claim for payments for loss profits, indirect, special, consequential or other damages.

ARTICLE 17 - NOTICES

17.1 Whenever either Party desires to give notice to the other, such notice must be in writing with proof of delivery or receipt. The notice shall be address to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until itshall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To the City:

_____
Project Manager
City of Fort Lauderdale
_____
Fort Lauderdale, Florida 33301-1016
Telephone: (954) 828-_____
E-mail: _____

with copies to:

City Manager City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale, FL 33316	and	City Attorney City of Fort Lauderdale 1 East Broward Blvd, Suite 1605 Fort Lauderdale, FL 33301-1016

Sample Agreement

To the Contractor:

_____
_____
_____
Telephone: _____
E-mail: _____

ARTICLE 18 – BONDS AND INSURANCE

18.1 DESIGN/BUILD FIRM shall furnish, or cause to be furnished, on or before seven (7) days after execution of this Agreement, the following:

Performance Bond and Payment Bond (Surety)

18.2 THE DESIGN/BUILD FIRM shall execute and record in the Public Records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or sub-contractors employment pursuant to the Project. The Payment and Performance Bond shall be with a surety insurer authorized to do business in the state of Florida as surety ("Bond"), in accordance with Sec. 255.05, Fla. Stat., as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. The performance and payment bond shall remain in full force and effect during the Project and 60 days beyond the contract term for close out.

18.3 Insurance Requirements
INSERT THE SAME REQUIREMENTS USED IN THE SOLICITATION

18.4 The DESIGN/BUILD FIRM has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the DESIGN/BUILD FIRM's expense.

If the DESIGN/BUILD FIRM primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the DESIGN/BUILD FIRM may provide an Umbrella/Excess insurance policy to comply with this requirement.

The DESIGN/BUILD FIRM's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusions or provisions in any insurance policy maintained by the DESIGN/BUILD FIRM that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been

Sample Agreement

accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, DESIGN/BUILD FIRM must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of DESIGN/BUILD FIRM's insurance policies.

The DESIGN/BUILD FIRM shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the DESIGN/BUILD FIRM's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is the DESIGN/BUILD FIRM's responsibility to ensure that any and all of the DESIGN/BUILD FIRM independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the DESIGN/BUILD FIRM.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve the DESIGN/BUILD FIRM of its liability and obligation under this section or under any other Section of this Agreement.

18.5 The DESIGN/BUILD FIRM shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the DESIGN/BUILD FIRM shall be responsible for submitted new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received bythe CITY;

B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damagesfrom the DESIGN/BUILD FIRM in conjunction with the violation of the terms and conditions of the Agreement.

ARTICLE 19 - SUBSTANTIAL COMPLETION

19.1 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is substantially complete, DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, and shall prepare for submission to the Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to determine that the Project (or designated portion thereof) is substantially complete.

19.2 The Project Manager will then instruct DESIGN/BUILD FIRM to prepare and deliver to

Sample Agreement

the Contract Administrator a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). After review of the certificate by the Contract Administrator, CITY shall either accept or reject the certificate. Acceptance of Substantial Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager along with the request for Substantial Completion shall commence on the date of Substantial Completion of the Project (or for that portion of the Project). The Certificate of Substantial Completion shall be submitted to CITY through the Project Manager and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such Certificate.

ARTICLE 20 - FINAL COMPLETION

20.1 When the DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is finally complete, DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, that the work is complete, and that the DESIGN/BUILD FIRM has satisfied all prerequisites to Final Completion. The DESIGN/BUILD FIRM and the Project Manager and such other persons as they may deem necessary, shall conduct a final inspection. The DESIGN/BUILD FIRM will notify in writing of all particulars in which this inspection reveals that the Work is incomplete, non-conforming or defective. Construction Manager shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies and shall notify all Parties that the Project (or designated portion thereof) is finally complete.

After Project Manager will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Project Manager a Certificate of Final Completion which shall establish the date of Final Completion for the Project (or that portion of the Project). After review of the certificate by the Project Manager, CITY shall either accept or reject the certificate. Acceptance of Final Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager along with the request for Final Completion shall commence on the date of Final Completion of the Project (or for that portion of the Project). TheCertificate of Final Completion shall be submitted to CITY through the Project Manager and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such certificate.

ARTICLE 21 - SHOP DRAWINGS AND SCHEDULE OF VALUES

21.1 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

21.2 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM's approval thereon.

Sample Agreement

21.3 If the Shop Drawings show or indicate departures from the Contract requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Project Manager shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.

21.4 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM's responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Project Manager, along with DESIGN/BUILD FIRM's comments as to compliance, noncompliance, or features requiring special attention.

21.5 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.

21.6 DESIGN/BUILD FIRM shall submit to Project Manager five (5) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.

21.7 Project Manager's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the materials or Work required by the Agreement and not indicated on the Drawings.

21.8 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with theProject Manager's acceptance, as the Project site at all times.

21.9 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Project Manager as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Project Manager a separate Schedule of Values for demolition, abatement, and site work ten (10) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8 ½" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor, Contract designation and date of submission. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DESIGN/BUILD FIRM's overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

A. Schedule must include the following but is not limited to:

Separate identifiable activity on the critical path, an activity labeled "Other Conditions Allowance." This activity duration shall be thirty (30) calendar days and

Sample Agreement

inserted at the end of the schedule prior to Substantial Completion. This allowance may or may not be used at the discretion of the CITY. Use of this activity shall be subject to the review and approval of the CITY and the Design Criteria Professional. The duration of the "Other Conditions Allowance"activity shall be reduced as other conditions are experienced and inserted in the schedule;

B. The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and

C. The total installed value review.

ARTICLE 22 - FIELD ENGINEERING

22.1 The DESIGN/BUILD FIRM shall provide and pay for field engineering services required for the Project. This Work shall include the following elements:

A. Survey work required in execution of the Project;

B. Civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the DESIGN/BUILD FIRM's construction methods;

C. The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project;

D. The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction;

E. No changes or relocations will be made without prior written notice to the Project Manager;

F. A written report shall be made to the Project Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations;

G. The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law;

H. Replacement shall be established based upon original survey control.

22.2 The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project.

22.2.1 The survey will locate and protect control points prior to starting sitework, and will preserve all permanent reference points during construction.

22.2.2 No changes or relocations will be made without prior written notice to theProject Manager.

22.2.3 A written report shall be made to the Project Manager when any referencepoint is lost or destroyed or requires relocation because of necessary changes in grades or locations.

Sample Agreement

22.2.4 The surveyor shall be required to replace Project control points which maybe lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

22.2.5 Replacements shall be established based upon original survey control.

ARTICLE 23 - FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

23.1 The entire responsibility for establishing and maintaining a line and grade in the field lies with DESIGN/BUILD FIRM. DESIGN/BUILD FIRM shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipelines, conduits, structures, underground utility access portals, handholes, fittings, etc. encountered or installed during construction. DESIGN/BUILD FIRM shall deliver these records in good order to the Contract Administrator as the Work is completed. These records shall serve as a basis for "as-built" drawings. The cost of allsuch field layout and recording work is included in the Contract Price.

23.2 DESIGN/BUILD FIRM shall maintain in a safe place at the site, one (1) record copy of the Plans and Specifications, addenda, written amendments, Change Orders and written interpretations and clarifications, in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.

23.3 At the completion of the Project, the DESIGN/BUILD FIRM shall tum over to the CITY aset of reproducible drawings and a complete set of all drawings in the latest version of AutoCAD on Compact Disk, not compressed, which accurately reflect the "as-built" conditions of the new facilities. All changes made to the Construction Documents, eitheras clarifications or as changes, will be reflected in the plans. The changes shall be submitted at least monthly to the Project Manager. These "as-built" drawings are to be AutoCAD version 2018 and to CITY Standard Details and CADD Standards. Format mediamust be delivered and found to be acceptable prior to final payments.

ARTICLE 24 - NO DAMAGES FOR DELAY

24.1 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DESIGN/BUILD FIRM shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, DESIGN/BUILD FIRM hindrances or delays are not due solely to fraud, bad faith or active interference by the CITY, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for suchresulting delays, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars ($10.00) of DESIGN/BUILD FIRM's fee is acknowledged as separate and independent consideration for the

Sample Agreement

covenants contained in this Article.

ARTICLE 25- LIMITATION OF LIABILITY

25.1 The CITY desires to enter into this Agreement only if in so doing the CITY can place alimit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of $1,000.00. For other goodand valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DESIGN/BUILD FIRM hereby expresses its willingness to enter into this Agreement with the knowledge that the DESIGN/BUILD FIRM's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of $1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the DESIGN/BUILD FIRM pursuant to this Agreement, for any action or claim arising out ofthis Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is inany way intended either to be a waiver of the limitation placed upon the CITY's liability beyond the limits established in Section 768.28, Florida Statutes; and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs or pre- judgment interest.

ARTICLE 26 - GOVERNING LAW

26.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, DESIGN/BUILD FIRM SHALL SPECIFICALLY BIND ITS PROJECT TEAM MEMBERS AND ANY AND ALL SUBCONTRACTORS TO THE PROVISIONS OF THE AGREEMENT.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

27.1 **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by DESIGN/BUILD FIRM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, shall become the property of CITY and shall be delivered by DESIGN/BUILD FIRM to Project Manager within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If applicable, CITY may withhold payments then due to DESIGN/BUILD FIRM until DESIGN/BUILD FIRM complies with the provisions of this section.

27.2 **AUDIT RIGHT AND RETENTION OF RECORDS:** CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD FIRM that are related to this Project. DESIGN/BUILD TEAM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. DESIGN/BUILD FIRM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, or, if the Florida

Sample Agreement

Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have notbeen resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD FIRM's records, DESIGN/BUILD FIRM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN-BUILD FIRM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

27.3 **ARCHITECT/ENGINEER:** DESIGN/BUILD FIRM shall use the architect/engineer, including subconsultants, identified in the proposal that were a material part of the selection of the DESIGN/BUILD TEAM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of CITY's Public Works Director prior to changing or modifying the list of subconsultants submitted by the DESIGN/BUILD FIRM. SEE APPENDICES attached hereto and made a part hereof.

27.4 **ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party.

27.5 **ONE ORIGINAL AGREEMENT:** This Agreement will be executed in one original.

27.6 **ALL PRIOR AGREEMENTS SUPERSEDED:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that thereare no commitments, agreements or understandings concerning the subject matter of thisAgreement that are not contained in this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

27.7 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.

27.8 **INDEPENDENT CONTRACTOR:** DESIGN/BUILD FIRM is an independent contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DESIGN/BUILD FIRM or itsagents any authority of any kind to bind CITY in any respect whatsoever.

27.9 **THIRD PARTY BENEFICIARIES:** Neither DESIGN/BUILD FIRM or CITY intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third personor entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Sample Agreement

27.10 **WAIVER OF BREACH AND MATERIALITY:** Failure by the CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

27.11 **MATERIAL TERM:** CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof.

27.12 **COMPLIANCE WITH LAWS:** DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

27.13 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:** DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Actin the course of providing any services funded in whole or in party by CITY, including Titles 1 and 11 of the Act, and all applicable regulations, guidelines and standards.

DESIGN/BUILD FIRM's decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mentaldisability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DESIGN/BUILD FIRM shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mentaldisability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

27.14 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Sec. 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or

Sample Agreement

services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section shall result in cancellation of the CITY purchase and may result in debarment

27.15 **SEVERANCE:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

27.16 **JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of the CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

27.17 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 shall prevail and be given effect.

In the event of a conflict among the Contract Documents, the most stringent requirement shall control.

27.18 **TAXES:** DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes as required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements. All such taxes that are required as of the time of Agreement execution shall be included in the Not -To-Exceed Guaranteed Maximum Price.

27.19 **SCRUTINIZED COMPANIES:** Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473,

Sample Agreement

Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

27.20 PUBLIC RECORDS:

IF THE DESIGN/BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN/BUILD FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULVEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

DESIGN/BUILD FIRM shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if DESIGN/BUILD FIRM does not transfer the records to the CITY.

4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of DESIGN/BUILD FIRM or keep and maintain public records required by the CITY to perform the service. If DESIGN/BUILD FIRM transfers all public records to the CITY upon completion of this Agreement, DESIGN/BUILD FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DESIGN/BUILD FIRM keeps and maintains public records upon completion of this Agreement, DESIGN/BUILD FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

27.21 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the DESIGN/BUILD FIRM and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The DESIGN/BUILD FIRM shall require each of its subcontractors, if any, to provide the Design Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The DESIGN/BUILD FIRM shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement

Sample Agreement

and in accordance with the public records requirements of this Agreement.

2. The City, the DESIGN/BUILD FIRM, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the DESIGN/BUILD FIRM otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify DESIGN/BUILD FIRM and order the DESIGN/BUILD FIRM to immediately terminate the contract with the subcontractor, and the DESIGN/BUILD FIRM shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the DESIGN/BUILD FIRM may not be awarded a public contract for at least one year after the date on which the contract was terminated. The DESIGN/BUILD FIRM is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Design Build Firm shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. DESIGN/BUILD FIRM shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

27.22 **ANTI-HUMAN TRAFFICKING**

As a condition precedent to the effectiveness of this Agreement, the DESIGN/BUILD FIRM shall provide the City with an affidavit signed by an officer or representative of the DESIGN/BUILD FIRM under penalty of perjury attesting that the DESIGN/BUILD FIRM does not use coercion for labor or services as defined in Section 787.06, Florida Statutes as may be amended or revised.

Sample Agreement

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
Rickelle Williams
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and correctness:

D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

Sample Agreement

DESIGN/BUILD FIRM

WITNESSES:

COMPANY NAME).,
a Florida company/corporation.

_____

By:
_____

_____
Print Name

Print Name:_____

Title:_____

_____

_____
Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by (NAME OF AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER) for _____ (NAME OF COMPANY), a Florida (company/corporation).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

Sample Agreement

SECURITY BOND FORM

(Guaranteeing Proposal Submission for Phase Two of Procurement)

Project/Solicitation Title: Step 1 Pre-Qualification for Design Build Svcs for Fire Station #13 and EMS #88

Solicitation No.: 522

Bond No.: _____ (if applicable)

This Security Bond is executed this ___ day of _____**, 2025**, by and between:
Principal (Proposer): _____;
Surety: _____(Enter N/A if this does not apply); and
Obligee (City/Agency): City of Fort Lauderdale

1. RECITALS

1.1 The Obligee has initiated a multi-phase public procurement process.

1.2 The Principal, having been invited to advance from Phase One, is required to submit a proposal in Phase Two.

1.3 As a condition of participating in Phase One, the Principal must submit this Security Bond to guarantee such performance.

2. OBLIGATION

The Principal and Surety are firmly bound unto the Obligee in the penal sum of:
Amount: $_____ (_____ Dollars).

3. CONDITIONS

3.1 If the Principal submits a complete and responsive proposal in **Phase Two** as required, this Bond shall be null and void.

3.2 If the Principal fails or refuses to submit such proposal, the penal sum shall be forfeited to the City as **liquidated damages**. The forfeiture represents compensation to the City for the harm caused by the Principal's withdrawal, including but not limited to the City being deprived of the benefits of an open, fair, and competitive process after having shortlisted

and determined the Principal to be qualified, only for the Principal to voluntarily decide not to proceed in Phase Two.

4. TERM

This Bond remains in effect until (a) submission of a Phase Two proposal, or (b) written release by the City.

5. GOVERNING LAW

This Bond shall be governed by the laws of the State of Florida.

6. SECURITY FORM

(For Certified Check, Cashier's Check, or Other Deposit)

Project/Solicitation Title:
Step 1 Pre-Qualification for Design Build Svcs for Fire Station #13 and EMS #88.

Proposer:
_____

7. SECURITY DEPOSIT

The Proposer has provided In the amount of: **$_____ (_____ Dollars)**
Payable to: **City of Fort Lauderdale**
Check One (below):
☐ Certified Check (include with form)
☐ Cashier's Check (include with form)
☐ Other: _____ (include with form)

8. EXECUTION

Principal (Proposer): _____

Surety (if applicable): _____