

Solicitation 12575-916

EFFLUENT PUMPS STANDBY GENERATORS & ADMINISTRATION BUILDING - G.T LOHMEYER WWTP

Bid Designation: Public



City of Fort Lauderdale

Bid 12575-916
EFFLUENT PUMPS STANDBY GENERATORS & ADMINISTRATION BUILDING - G.T LOHMEYER WWTP

Bid Number **12575-916**
 Bid Title **EFFLUENT PUMPS STANDBY GENERATORS & ADMINISTRATION BUILDING - G.T LOHMEYER WWTP**

Bid Start Date **Aug 27, 2021 3:58:21 PM EDT**

Bid End Date **Nov 19, 2021 2:00:00 PM EST**

Question & Answer End Date **Nov 12, 2021 5:00:00 PM EST**

Bid Contact **Paulette R Hemmings Turner**
Procurement Specialist
Finance
954-828-5139
pturner@fortlauderdale.gov

Contract Duration **One Time Purchase**

Contract Renewal **Not Applicable**

Prices Good for **120 days**

Pre-Bid Conference **Nov 4, 2021 11:00:00 AM EDT (Online)**
Attendance is optional

Bid Comments **The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Design Criteria Package that will primarily involve Mechanical, Electrical and Architectural Services, but may include other design services, for the Effluent Pumps Standby Generators & Administration Building Improvements at the G.T. Lohmeyer WWTP**

Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations let by the City of Fort Lauderdale will be opened electronically via WWW.BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through Microsoft Teams by using the following information:

Sealed responses will be received electronically until 2:00 p.m., local time, on Thursday, SEPTEMBER 30, 2021,

Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

The GT Lohmeyer Water Treatment Plant is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071. Interested parties must log into Bidsync.com to access the City of Fort Lauderdale Plan & Specification Request Form and must follow instructions contained therein.

Added on Sep 13, 2021:
 09/13/2021

Addendum 1

This solicitation does not have any associated Building Plan, the COFL Plan and Specification Form is not a

requirement.

Added on Sep 30, 2021:

Addendum 2

Bid Due Date Extended to October 08, 2021

Added on Oct 4, 2021:

Addendum 3

Bid Due Date extended to October 22, 2021

Questions & Answers Duration Date extended to October 15, 2021

Added on Oct 15, 2021:

Added Oct 15, 2021

Replace incorrect Addendum 1 that was uploaded on 09/13/2021

Added on Oct 22, 2021:

Addendum 5

Bid Due Date Extended to November 19, 2021

Questions and Answers Duration Date Extended to November 12, 2021

Added on Oct 26, 2021:

Addendum 6

- Amends Solicitation

- Adds Exhibit 1

- Adds Plan Specification Request Form

Added on Nov 4, 2021:

Addendum 7

Adds E-Verify Form

Added on Nov 4, 2021:

Addendum 8

Removes General Condition attachment

Addendum # 1

New Documents	Addendum 1.pdf
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Addendum # 2

New Documents	Addendum 2.pdf		
Previous End Date	Sep 30, 2021 2:00:00 PM EDT	New End Date	Oct 8, 2021 2:00:00 PM EDT

Addendum # 3

New Documents	Addendum 3.pdf		
Previous End Date	Oct 8, 2021 2:00:00 PM EDT	New End Date	Oct 22, 2021 2:00:00 PM EDT
Previous Q & A End Date	Sep 24, 2021 5:00:00 PM EDT	New Q & A End Date	Oct 15, 2021 5:00:00 PM EDT

Addendum # 4

New Documents	Addendum 1.pdf
Removed Documents	Addendum 1.pdf

Addendum # 5

New Documents	Addendum 5.pdf
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Previous End Date	Oct 22, 2021 2:00:00 PM EDT	New End Date	Nov 19, 2021 2:00:00 PM EST
Previous Q & A End Date	Oct 15, 2021 5:00:00 PM EDT	New Q & A End Date	Nov 12, 2021 5:00:00 PM EST

Addendum # 6

New Documents	Addendum 6.pdf Secured Plan Request Form.Fillable.09172021.pdf
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Addendum # 7

Conference on Nov 4, 2021 11:00:00 AM EDT as been added

Addendum # 8

New Documents	E-Verify Affirmation Statement.9-15-2020
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Addendum # 9

Removed Documents	General Conditions - Rev 2-2020
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Item Response Form

Item **12575-916--01-01 - Option #1 Four (4) Outdoor Emergency Generators**
 Quantity **1 project**
 Prices are not requested for this item.
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 1

Description
 Design Professional Firms interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with requirements as indicated.
 Submit your proposals electronically via BIDSYNC.COM.
 Do not submit pricing, pricing will be negotiated with the 1st ranked proposer.

Item **12575-916--01-02 - Option #2 Diesel Engine Drives**
 Quantity **1 project**
 Prices are not requested for this item.
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 1

Description
 Design Professional Firms interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with requirements as indicated.

Submit your proposals electronically via BIDSYNC.COM.
Do not submit pricing, pricing will be negotiated with the 1st ranked proposer.

12575-916 Request for Qualifications

RFQ # 12575-916

DESIGN CRITERIA PACKAGE
FOR PROJECT # 12529

EFFLUENT PUMPS STANDBY GENERATORS &
ADMINISTRATION BUILDING IMPROVEMENTS AT THE G.T.
LOHMEYER WWTP

Pursuant to Section 287.055
Consultants' Competitive Negotiation Act (CCNA)

City of Fort Lauderdale



Axel Rivera
Project Manager II

Paulette Hemmings Turner
PROCUREMENT SPECIALIST
Telephone: (954) 828-5139 E-mail: PTurner@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide a Design Criteria Package that will primarily involve Mechanical, Electrical and Architectural Services, but may include other design services, for the Effluent Pumps Standby Generators & Administration Building Improvements at the G.T. Lohmeyer WWTP, as further described in Section III – Scope of Services. Those Firms which are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Submission Deadline

Sealed responses will be received electronically until **2:00 p.m.**, local time, **on Thursday, SEPTEMBER 30, 2021**, and opened online immediately thereafter for **RFQ No., 12575-916**. Responses will not be accepted after the deadline. Firms are responsible for making certain that their proposal is received by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any occurrence or condition

1.3 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention to submit a SOQ to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a proposals by the end date and time for any reason, including issues arising from the use of BidSync. There is no charge 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 their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.4 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations let by the City of Fort Lauderdale will be opened electronically via WWW.BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform. The opening may also be viewed in real time through Microsoft Teams by using the following information:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 954-686-7296](tel:+19546867296),714513513# United States, Fort Lauderdale

Phone Conference ID: 714 513 513#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

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

The GT Lohmeyer Water Treatment Plant is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071. Interested parties must log into Bidsync.com to access the City of Fort Lauderdale Plan & Specification Request Form and must follow instructions contained therein.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Paulette Hemmings Turner – Procurement Specialist
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Fax: (954) 828-5139
E-mail: PTurner@fortlauderdale.gov

All inquiries concerning this RFQ, questions, and requests for additional information shall be sent via the BIDSNYC Q&A platform.

For information concerning technical specifications, please utilize the Q&A platform provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

Consultants Please Note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Consultant has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

1.6 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

1.7 Debarred or Suspended Proposers or Proposers

The Proposer or 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 Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), 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 (2018), as may be amended or revised.

By submitting a , SOQ or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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 form provided by BIDSUNC 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 form provided by BIDSUNC 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 BIDSUNC 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 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 proposer to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a SOQ at any time prior to the SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

2.3 Consultants' Costs

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

2.4 Mistakes

The consultant shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the consultant 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 consultant from liability and obligations under the Contract.

2.5 Acceptance of Responses/Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part 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 affect the price of the contract or 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 consultant 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 Consultant.

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 and subsequent contract, 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 **Design Professional Services** 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 can demonstrate 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 SOQ being deemed non-responsive.

2.8.1 Proposer or principals shall have relevant experience in Mechanical, Electrical, Architectural, Civil and Structural Engineering Services. Project manager assigned to the work must have experience in Mechanical, Electrical, Architectural, Civil and Structural Engineering Services and have served as project manager on similar projects.

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 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have 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); nor have failed to perform faithfully on any previous contract with the City.

2.8.5 Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service required.

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

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: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.10.2 The complete protest ordinance may be found on the City's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.11 Public Entity Crimes

Consultant, by submitting a bid, certifies that neither the Consultant nor any of the Consultant's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.12 Sub-consultants

2.12.1 A Sub-consultant 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 Sub-consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its SOQ the major Sub-consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-consultant shall be borne solely by the successful consultant and insurance for each Sub-consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-consultants are considered to be employees or agents of the City. Failure to list all Sub-consultants and provide the required information may disqualify any proposed Sub-consultant from performing work under this RFQ.

2.12.2 Consultants shall include in their responses the requested Sub-consultant 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 Sub-consultant(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 Sub-consultant, the services Sub-consultant will provide relative to any contract that may result from this RFQ, Sub-consultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.13 Insurance Requirements

2.13.1 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, the Consultant, at the Consultant's sole expense, shall 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 the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.13.2 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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor 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 the Contractor under this Agreement.

2.13.3 The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered 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 the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and

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 the Consultant does not own vehicles, the Consultant 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.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Consultant 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.

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.

The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the City and the City's 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.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.13.4 Insurance Certificate Requirements

- a) The Consultant 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) The Consultant 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 the Consultant 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 the Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Consultant 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 named as an Additional Insured on all liability policies, with the

- exception of Workers' Compensation.
- g) The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.
 - h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.13.5** The Consultant has the sole responsibility for the payment of 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 Consultant's expense.
- 2.13.6** If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.13.7** The Consultant'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.
- 2.13.8** Any exclusion or provision in the insurance policy maintained by the Consultant that excludes coverage required in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.13.9** All required insurance policies must be maintained until the contract work has been 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, Consultant 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 Consultant's insurance policies.
- 2.13.10** The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.13.11** It is the Consultant's responsibility to ensure that any and all of the Consultant's independent consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

NOTE: CITY PROJECT NUMBER, NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE

NAMED ON THE CERTIFICATE AS AN “ADDITIONAL INSURED” ON GENERAL 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.

2.15 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.

2.16 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 Consultant(s) that is determined to be in the City’s best interests. The draft agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City’s best interest.

2.17 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City’s sole option.

2.18 Unauthorized Work

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.19 Payment Method

The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City’s Purchasing Card. Consultant will receive payment from the purchasing card in the same manner as other credit card purchases.

Accordingly, Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Consultant’s participation in this purchasing program shall be borne by the Consultant. The City reserves the right to revise this program as necessary.

2.20 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.

2.21 Indemnity/Hold Harmless Agreement

The Consultant agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Consultant under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

2.22. Canadian Companies

In the event Consultant 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 Consultant. The Consultant 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.

2.23 Instructions

Careful attention must be given to all requested items contained in this RFQ. Consultants 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 in electronically through Bidsync as stated in Section 1.2 .

2.240 Discrepancies, Errors and Omissions

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

END OF SECTION

SECTION III - SCOPE OF SERVICES

SCOPE OF WORK FOR DESIGN CRITERIA PACKAGE

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

PROJECT BACKGROUND

Existing Site Characterization:

George T Lohmeyer Wastewater Treatment Plant in the city of Ft. Lauderdale, Florida. The property details are as follows:

Address: 1534-1698 SE 18TH STREET, FORT LAUDERDALE, FLORIDA 33316 Property Owner: CITY OF FORT LAUDERDALE

The G. T. Lohmeyer WWTP is located on a 9.58-acre site in the vicinity of S.E. 18th Street and Eisenhower Boulevard in Fort Lauderdale. The treatment plant, owned and operated by the City of Fort Lauderdale, receives wastewater flow from an area encompassing the Cities of Fort Lauderdale, Wilton Manors and Broward County's Port Everglades Authority, portions of Tamarac, Oakland Park and Town of Davie. The treatment facility provides secondary treatment followed by deep-well injection, using five injection wells.

Overall Project Description

The George T. Lohmeyer Wastewater Treatment Plant (GTL) currently has no emergency electrical power for its five (5) existing effluent pumps. When Florida Power and Light (FPL) power is lost, the effluent discharges to the Inter-coastal, requiring Florida Department of Environmental Protection (FDEP) notification.

To address this situation, the City of Fort Lauderdale wants to request design and construction services to provide 12-Megawatt of emergency electrical power that is required to run the effluent pumps during a power outage event. Below are two (2) Options of Scope of Work that the City has identified as viable alternatives to provide the emergency electrical power needed. The Design Criteria Consultant will develop the design criteria package based on one of the two options included below or on any new proposed option of achieving the same results contingent to City's approval.

Option #1 – Four (4) Outdoor Emergency Generators

Under this option four (4) emergency generators are proposed, the generators will be furnished with integral weatherproof, sound attenuated enclosures with sub-base fuel storage tanks.

Key Components of Option #1:

- a. Furnishing and installation of four (4) new 3.1 MW (12.4 MW Total) outdoor emergency generators furnished with integral weatherproof, sound attenuating enclosures with sub-base fuel storage tanks. The storage tanks should have a capacity of 15,000 gallons each. The construction of a two-story steel structure to install two (2) emergency generators in each floor can be considered.

Note:

Special consideration must be provided to the switchover time from FPL to Emergency Generators. The switchover time should be the shortest possible.

- b. Furnishing and installation of the following Electrical Equipment and Upgrades:
- New 4160 V Main Switchgear to replace the existing Switchgears #2 and #3.
 - New Generator(s) Switchgear.
 - Replacement of Motor Control Centers #7, 7A and 7B
 - Replacement of Motor Control Center #8, 8A and 8B
 - Upgrade Redundant PLC Hardware from Allen Bradley PLC5 to Redundant ControlLogix (Main Control Panel) at the Administration Building VFD Room.
 - Upgrade Hardware Backup Panel at the Administration Building VFD Room.
 - Upgrade Remote I/O Rack (PLC-6) on the East Motor Control Center (MCC) and PLC Programming at the Effluent Building.
 - Installation of a new Vibration Monitoring Systems for each of the six (6) Effluent Pumps.

Note:

The City's preference is to reuse the space where the existing Switchgears #2 and #3 are located.

- c. Furnishing and installation of one (1) new 22,800 GPM, 225 TDH Effluent Pump (6th Pump) including 1,750 Horsepower, 4160 Volts Electric Motor and Variable Frequency Drive (VFD). This work will require the construction of a new concrete pad for the pump and the installation of new piping, fittings, and valves from the wet well to the existing Effluent Pumps discharge manifold.
- d. Furnishing and installation of one (1) 1,750 Horsepower, 4160 Volts Electric Motor (US Motors) on Pump #3.
- e. Administration offices improvements: Installation of new exterior and interior walls, windows, doors, A/C units, suspended ceiling, lighting fixtures, bathroom fixtures, sprinkler system, security cameras, etc. The improvements shall include the installation of sealed hurricane shutters for exterior access doors of the Switchgear #2 Electrical Room, Effluent Pumps VFDs Electrical Room and FPL Vault Electrical Room.

Option #2 – Diesel Engine Drives

Under this option, diesel engines drives, clutches and right-angle gears will be added to each existing effluent pump in the motor room of the existing effluent pumps building. In the event of an electrical power failure, these new diesel engines will run the existing pumps using shafts with right-angle gears and clutches.

Key Components of Option #2:

- a. Furnishing and installation of six (6) diesel engine drives, shafts, clutches, and right-angle gears for the Effluent Pumps.
- b. Furnishing and installation of one (1) new 2MW outdoor emergency generator furnished with integral weatherproof, sound attenuating enclosure with sub-base fuel storage tank. The storage tanks should have a capacity of 15,000 gallons.

- c. Furnishing and installation of the following Electrical Equipment and Upgrades:
- New 4160 V Main Switchgear to replace the existing Switchgears #2 and #3.
 - New Generator(s) Switchgear.
 - Replacement of Motor Control Centers #7, 7A and 7B
 - Replacement of Motor Control Center #8, 8A and 8B
 - Upgrade Redundant PLC Hardware from Allen Bradley PLC5 to Redundant ControlLogix (Main Control Panel) at the Administration Building VFD Room.
 - Upgrade Hardware Backup Panel at the Administration Building VFD Room.
 - Upgrade Remote I/O Rack (PLC-6) on the East Motor Control Center (MCC) and PLC Programming at the Effluent Building.
 - Installation of a new Vibration Monitoring Systems for each of the six (6) Effluent Pumps.

Note:

The City's preference is to reuse the space where the existing Switchgears #2 and #3 are located.

- d. Furnishing and installation of one new 22,800 GPM, 225 TDH Effluent Pump (6th Pump) including 1,750 Horsepower, 4160 Volts Electric Motor and Variable Frequency Drive (VFD). This work will require the construction of a new concrete pad for the pump and the installation of new piping, fittings, and valves from the wet well to the existing Effluent Pumps discharge manifold.
- e. Furnishing and installation of one 1,750 Horsepower, 4160 Volts Electric Motor (US Motors) on Pump #3.
- f. Administration offices improvements. Installation of new exterior and interior walls, windows, doors, A/C units, suspended ceiling, lighting fixtures, bathroom fixtures, sprinkler system, security cameras, etc. The improvements shall include the installation of sealed hurricane shutters for exterior access doors of the Switchgear #2 Electrical Room, Effluent Pumps VFDs Electrical Room and FPL Vault Electrical Room.

GENERAL REQUIREMENTS FOR DESIGN CRITERIA PACKAGE

Design Standards:

The Consultant shall determine the standards the work shall meet to obtain all the requisite regulatory approvals. The final Project Definition Report will be used as the basis of developing the scope of work of the 30% design, which shall include, but is not limited to, the preliminary drawings and specifications, which describe all major systems, elements, details, components, materials, equipment, and any other information necessary for the design/build (D/B) contractor to develop and finalize the design and construction. The design shall be adequate for the D/B contractor to develop and finalize the design and construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control:

The Consultant is responsible for the quality control (QC) of their work and of its sub-consultants. The Consultant will be responsible of the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished for a 30% level of design.

It is the Consultant's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all deliverables required.

Project Schedule:

The Consultant will submit a preliminary project schedule. The schedule shall be prepared in Microsoft Project and will utilize an estimated Notice-to-Proceed (NTP) The project schedule will cover the full duration of the scope of services.

Permitting:

The Consultant will coordinate with the City, regulatory agencies, and any other government entity having interest or jurisdiction, which may require permits for this project. The Consultant will provide an estimate of fees and duration associated with the permit process. The assumption is that the Design-Build Contractor will be responsible for obtaining all necessary permits with the completed design. The actual requirements will be defined as part of the Project definition.

SCOPE OF SERVICES FOR DESIGN CRITERIA PACKAGE

Task #1 - Project Definition Documentation

- The Consultant will utilize available Feasibility Technical Memorandum, As-built documents, and information to develop an initial understanding of the project.
- Meet with City Staff in workshop format to establish project goals and define the project.
- Define design basis.
- Review the emergency generators options provided by the City and discuss technical details and equipment preferences with the City.
- Define noise and vibration requirements.
- Evaluation of electrical and I&C requirements and coordination with other on-going projects.
- Discuss site alternatives for options #1 and #2.
- Define sequence of construction constraints.
- Define permit requirements.
- Estimate probable construction costs.
- Compile documentation to be used as the basis for preparation of a 30% Design/Build Criteria Package.

Task #2 – Design Criteria Package

This task will be developed upon completion of Task #1. The DCP for the proposed Emergency Generator(s) will be prepared under this task. The DCP will include the following sections:

- Introduction.
- Design Criteria.
- Electrical Requirements
- Instrumentation and Control Requirements.
- Mechanical Requirements.
- Civil Requirements.
- Architectural Requirements.
- Structural Requirements.
- Building Requirements.
- Engineer's Opinion of Probable Construction Cost.
- O&M and training requirements.
- Preliminary Drawings.

Drawings will be prepared to an approximate 30 percent level of detail, which provide the general layout, arrangement, size, spacing of the major equipment as well as approximate yard piping and ductback routing. Drawings will include major electrical, mechanical, architectural, and structural features including the equipment layout. The Design Criteria Package document shall be sufficient for solicitation of proposals from Design-Build Firms for design and pricing of the project as a lump sum for design/build delivery of the project.

The Consultant shall be familiar with the City's Department of Sustainable Development Permitting Process, National Electric Code, National Fire Protection Association, Florida Department of Environmental Protection, South Florida Water Management District, Broward County Environmental Protection and Growth Management Department and any other permitting agency having jurisdiction.

The Consultant shall provide a statement of qualifications for a variety of engineering, project management, and construction management tasks including:

- Extensive knowledge of Emergency Standby Generators for Water and Wastewater Treatment Plants
- Extensive knowledge of Low, Medium and High Voltage Electrical Power Systems (Switchgears, Motor Control Centers, etc.)
- Extensive knowledge of Effluent Pumping Systems for Water and Wastewater Treatment Plants
- Surveying
- Geotechnical
- Grading, Paving, & Drainage
- Landscaping
- Sanitary Engineering
- Onsite Utilities - Water and Sewer
- Process Mechanical
- Heating, Ventilation and Air Condition
- Architectural Services
- Piping System
- Hydraulic Transient Analysis
- Hydraulic Modeling
- Structural Engineering
- Motor Control Centers
- Lightning Protection
- Instrument & Controls, Supervisors Controls and Data Acquisition, and Telemetry
- Construction Document Development
- Permitting
- Cost Estimating
- Bid Evaluation
- Construction Project Administration / Project Management
- Construction Engineering & Inspections Services
- Shop Drawing Review
- Request for Information
- Review of Change Orders

6END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City uses BidSync (www.bidsync.com) 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention to submit a proposal to ensure familiarity with the use of BidSync. 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 BidSync.
- 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 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. 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 their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 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 will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. 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 pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all

documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Consultant 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 (2018), 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 contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant 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.

4.1.6 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 Statement of Qualification

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 proposals 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 proposal to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

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 offeror 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 SOQ.

4.2.3 Firm Qualifications and Experience

Respondents must submit a complete Standard Form 330 and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional 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.

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.4 Qualifications of the Project Team

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. Providing this information on an organizational chart is recommended. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, including subconsultants to be assigned to each project. Explain how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Each resume should not exceed two (2) pages in length.

4.2.5 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also 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.

4.2.6 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Description of work.
- Year the project was completed.
- Total cost of the construction, estimated and actual.

Note: Do not 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.

4.2.7 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.

4.2.8 Sub-consultants

Consultant must clearly identify any Sub-consultants that may be utilized during the term of this contract.

4.2.9 Required Forms

a. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided herein in Section 6 - Required Forms

b. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

c. Contract Payment Method

This form must be completed and returned with your SOQ. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

d. 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.

e. Non-Discrimination Certification Form

- 4.3** By submitting a SOQ, 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 his/her 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 SOQ's as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ 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 less than three (3) submittals, assuming that three 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.
- 5.1.3** If the City manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new R F Q may be undertaken.

5.2 Evaluation Criteria

- 5.2.1** Per Florida Statute 287.055, 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 agency, 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. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 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
<p>Firm’s Qualification & Experience Discuss experience with design/build projects, handling of multiple projects and projects of similar size and scope. Discuss firm’s background and years in business.</p>	30
<p>Qualification of Project Team Describe Project Team including all subconsultants, identify key personnel and their relevant experience.</p>	25
<p>Approach Describe approach as it relates to this project’s design/build delivery model and willingness to meet the project’s schedule. List current workload and its impact to this project.</p>	30
<p>Reference and Past Performance Provide a list of three (3) projects, preferably with government agencies, with similar scope. Include references, City of Fort Lauderdale work or staff references are not acceptable.</p>	15
<p>Total</p>	<u>100</u>

5.3 Contract Award

- 5.3.1** The City reserves the right to award a contract to that Consultant 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.
- 5.3.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

END OF SECTION

AGREEMENT

between

City of Fort Lauderdale

and

for

RFQ No. _____

SAMPLE AGREEMENT

AGREEMENT

THIS IS AN AGREEMENT, made and entered into this ____ day of _____ 20__, by and between:

CITY OF FORT LAUDERDALE, a municipal Corporation of the State of Florida, (hereinafter referred to as "CITY")

and

_____. a _____ corporation authorized to transact business in the State of Florida, (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with _____ and

WHEREAS, the CONSULTANT responded to the CITY's Solicitation # _____ and is willing and able to render services for such project for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do 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 and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **ADDITIONAL SERVICES**: Services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.2 **AGREEMENT**: Means this document between the CITY and CONSULTANT dated _____ and any duly authorized and executed Amendments to Agreement.
- 1.3 **BASIC SERVICES**: Services performed by the CONSULTANT for authorized

scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.

- 1.4 **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT, based on observations at the site and on review of documentation submitted by the Contractor that, by its issuance, recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.5 **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the contract documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT shall review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.
- 1.6 **CITY:** The City of Fort Lauderdale, a municipal corporation of the State of Florida.
- 1.7 **CITY MANAGER:** The City Manager of the City of Fort Lauderdale, Florida.
- 1.8 **COMMISSION:** The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.9 **CONSTRUCTION COST:** The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.10 **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.11 **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.12 **CONSULTANT:** [REDACTED] the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.13 **CONTRACT ADMINISTRATOR:** _____, or his or her designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.14 **CONTRACTOR:** One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 **DEPARTMENT DIRECTOR:** The director of the [REDACTED] Department for the City of Fort Lauderdale.

- 1.16 **ERROR**: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS**: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 **NOTICE TO PROCEED**: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 **OMISSION**: A scope of work missed by the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 **ORIGINAL CONTRACT PRICE**: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 **PLANS AND SPECIFICATIONS**: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 **PRELIMINARY PLANS**: The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 **PROJECT**: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.24 **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 **SPECIFICATIONS:** The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.26 **STATEMENT OF PROBABLE PROJECT COSTS:** A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.27 **SUBSTANTIAL COMPLETION:** The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.28 **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the CITY.
- 1.29 **TIME OF COMPLETION:** Time in which the entire work shall be completed.

ARTICLE 2 **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 CITY has budgeted funds for the Project.

ARTICLE 3 **SCOPE OF SERVICES FOR BASIC SERVICES**

- 3.1 CONSULTANT shall provide all services set forth in Exhibit "A", Scope of Services, attached hereto and incorporated herein, including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of

the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the Contract Administrator in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing prior to its commencement. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

- 3.3 CITY and CONSULTANT acknowledge that basic services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for any necessary additional task or future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for additional task or future Project phases from another source.

ARTICLE 4 **GENERAL PROVISIONS**

- 4.1 CONSULTANT shall include CITY's project number as part of the heading on all correspondence, invoices, etc. All correspondence shall be directed specifically to the Contract Administrator.
- 4.2 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.3 The Contract documents shall have the following order of precedence:
- A. Change orders (to the extent they are permitted under this Agreement)
 - B. This Agreement, and all exhibits, addendums, and amendments thereto
 - C. City's solicitation dated _____
 - D. Negotiated Task Orders
 - E. Consultant's response to the City's Solicitation dated _____.

ARTICLE 5
TASK ORDERS FOR SERVICES

- 5.1 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable CITY purchasing code requirements). These Task Orders shall be based upon the general description of basic services as described in Exhibit "A."
- 5.2 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.2.1 Providing additional copies of reports and documents; and
- 5.2.2 Assisting the CITY with litigation support services arising from the planning, development, or construction.
- 5.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.4 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific task, or if at any time the CITY shall be of the opinion that said task is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) business days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) business days, the CITY may notify the CONSULTANT to discontinue all work under the specified task. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the task order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new task order for the uncompleted work to another CONSULTANT using the remaining funds. Any excess costs arising therefrom over and above the original task order price shall be charged against you, as the original CONSULTANT.
- 5.5 In the event CONSULTANT is unable to complete the services on the date or dates as provided in this agreement or subsequent Task Orders, because of delays resulting from the untimely review and approval by CITY and other governmental authorities having jurisdiction over the Project, CITY may grant an appropriate extension of time for completion of the work, It shall be the responsibility of the

CONSULTANT to notify the CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

ARTICLE 6
TIME FOR PERFORMANCE; CONSULTANT DAMAGES

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon Task Order project schedule, developed before commencement of work and made a part of this agreement. The Project Schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 6.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The time for the performance of services described Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

6.5.1 Any work pursuant to a Task Order that commences prior to and will extend

beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

- 6.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

SAMPLE AGREEMENT

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 **AMOUNT AND METHOD OF COMPENSATION**

Not To Exceed Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement an amount not to exceed _____ (\$ _____), for all related task orders. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in all Task Orders combined for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursables; and profit, or as required by individual Task Order.

7.2 **REIMBURSABLES**

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by CONSULTANT and CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of CONSULTANT. Reimbursable printing and photocopying expenses shall include only those

prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges @ actual cost (when CITY requires/requests this service).

**** Any additional negotiated reimbursables need to be included here ****

It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each task order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT obligation to incur such expenses in the performance of services hereunder. CONSULTANT shall be compensated for Reimbursable expenses associated with a particular Task Order up to the amount allocated for such Task Order. The CITY shall not remit payment for any of CONSULTANT's expenses that exceed the amount allocated for each Task Order, unless agreed to in writing by the Contract Administrator. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables for each task order, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by the Contract Administrator prior to incurring such expenses.

7.2.2 Except as required and provided for by the Florida Local Government Prompt Payment Act, CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.3 METHOD OF BILLING

Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs

and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT 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 CONSULTANT to CITY.

7.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).

7.4.4 Payment will be made to CONSULTANT at:

ARTICLE 8
ADDITIONAL SERVICES, AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such

changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services. CITY shall compensate CONSULTANT for such Additional Services as provided in Article 7.

- 8.2 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute Additional Services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000.00 per project. In the event of a dispute in an amount over \$100,000.00, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document signed or authorized by a judge. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9

CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in

- accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.
- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.7 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc., that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
- 9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.

- 9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.2. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 10
CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified in Scope of Services.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of

CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11 **MISCELLANEOUS**

11.1 OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT, its dependent professional associates and employees, pursuant to this Agreement shall be owned by the CITY upon full payment of all fees due the CONSULTANT.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.26. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a ten (10) working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services approved by the CITY and rendered from the date of execution of the Agreement up to the time of termination, subject to other provisions of this Agreement. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT,

CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.26, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.26, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.2 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.5 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT 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), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been 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 CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-

disclosure requirement of either federal or state law shall be violated by CONSULTANT. 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.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT 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 Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of 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 mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the ADA 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, CONSULTANT 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.

CONSULTANT 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 mental disability 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.

11.5 MINORITY AND DISADVANTAGED PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by minority and women business firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith

effort to help the CITY maintain and encourage Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONSULTANT or other provider and who has been placed on the convicted vendor list following a conviction for a “public entity crime”, as defined by Section 287.133, Florida Statutes, may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subconsultant, or CONSULTANT under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY’s competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.14.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY’s satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT’s

performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national professional standards.

11.8 INDEMNIFICATION OF CITY

11.8.1 CONSULTANT shall indemnify and hold harmless CITY, its officers, elected officials, and employees from any and all liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this selection shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.8.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.8.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.8.4 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.9 INSURANCE

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, the Contractor, at its sole expense, shall 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 the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor'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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor 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 the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered 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 the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

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 the Contractor does not own vehicles, the Contractor 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.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor 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.

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.

The Contractor waives, and the Contractor shall ensure that the Contractor'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.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a) The Contractor 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) The Contractor 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 the Contractor 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor 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 named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g) The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor 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 Contractor's expense.

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

The Contractor'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 exclusion or provision in any insurance policy maintained by the Contractor 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 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, Contractor 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 Contractor's insurance policies.

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

It is the Contractor's responsibility to ensure that any and all of the Contractor'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 the Contractor.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit 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 one hundred dollars (\$100.00). For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of one hundred dollars (\$100.00) less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of one hundred dollars (\$100.00), which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 REPRESENTATIVE OF CITY AND CONSULTANT

11.11.1 Contract Administrator or his or her designee is the CITY's representative regarding this Agreement. The parties, however, recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.11.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.12 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements

whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.13 CONSULTANT’S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT’s employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contractor Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT’s staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.14 SUBCONSULTANTS

11.14.1CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant’s scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any work.

11.14.2CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee

benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by 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, without prior written approval by both parties to this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or currently hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultant, by written contract, from having any conflicts as within the meaning of this section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the City Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT 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.

11.20 COMPLIANCE WITH LAWS

CONSULTANT 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.

11.21 SEVERANCE

In the event this Agreement or 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 or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT 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.

11.23 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 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

_____, Fl. 3----

Telephone (____) ____-____

Email: _____

11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including, but not limited to, court costs and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.31 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT, the Scope of Services, Phases, Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations

of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

11.33 SCRUTINIZED COMPANIES

Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and The Contractor certifies that it is not on the Scrutinized Companies that 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 (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

11.34 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT 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 (2019), 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 contract if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Contract, the CONSULTANT

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Contract, the CONSULTANT 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.

11.35 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

11.36 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the City as provided herein.

11.37 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE

By _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

ATTEST:

By _____
Jeffery A. Modarelli, City Clerk

Approved as to Legal Form:

By _____

Assistant City Attorney

SAMPLE AGREEMENT

CONSULTANT

WITNESSES:

Signature

By _____
_____, _____

Print Name

Signature

ATTEST:

Print Name

By _____
_____, _____

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by (CONTACT) as title for (COMPANY NAME)., a (TYPE) corporation authorized to conduct business in the State of Florida.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT A
SCOPE OF SERVICES

SAMPLE AGREEMENT

Exhibit B
Cost Schedule

SUMMARY BY FIRM & INCIDENTALS - OVERALL

SAMPLE AGREEMENT

RATE SHEET SUMMARY BY TASK

SAMPLE AGREEMENT

HOURLY BILLING RATES FOR TASK ORDERS

SAMPLE AGREEMENT

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Check box if your firm qualifies for MBE / SBE / WBE:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of five hundred dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

NON-COLLUSION STATEMENT

By signing this offer, the vendor/consultant certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Consultant's participation in this purchasing program shall be borne by the Consultant. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate with which credit card payment you prefer:

_____ Master Card

_____ Visa

Company Name: _____

Name (printed)

Signature

Date:

Title

**CONSULTANT’S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Consultant’s submittal. If not provided with submittal, the Consultant must submit within three business days of City’s request. Consultant may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City of Fort Lauderdale Ordinance Sec. 2-187(c), Proposers must certify compliance with the Non-Discrimination provision of the ordinance.

The complete non-discrimination provisions may be found on the City’s website at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_D_IV2PR_S2-187NSCCO

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

1. The Consultant certifies and represents that it will comply with this Section during the entire term of the Contract.
2. The failure of the Consultant to comply with this Section shall be deemed to be a material breach of this Contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Contract if the Consultant fails to comply with this Section.
4. The City may retain all monies due or to become due until the Consultant complies with this Section.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in [section 2-183](#) of this Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

ITB No. 12575-916

TITLE: Effluent Pumps Standby Generators & Administration Building - G.T Lohmeyer
WWTP

ADDENDUM NO. 2

DATE: 09/30/2021

This addendum is being issued to make the following change(s):

Bid Due Date extended to October 8, 2021

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

ITB No. 12575-916

TITLE: Effluent Pumps Standby Generators & Administration Building - G.T Lohmeyer
WWTP

ADDENDUM NO. 3

DATE: 10/4/2021

This addendum is being issued to make the following change(s):

- **Bid Due Date extended to October 22, 2021**
- **Questions & Answers Duration Date extended to October 15, 2021**

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

ITB No. 12575-916

TITLE: Effluent Pumps Standby Generators & Administration Building - G.T Lohmeyer
WWTP

ADDENDUM NO. 1

DATE: 09/13/2021

This addendum is being issued to make the following change(s):

This solicitation does not have any associated Building Plans, thus the Plan and Specification Form in not requirement.

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

ITB No. 12575-916

TITLE: Effluent Pumps Standby Generators & Administration Building - G.T Lohmeyer
WWTP

ADDENDUM NO. 5

DATE: 10/22/2021

This addendum is being issued to make the following change(s):

- **Bid Due Date extended to November 19, 2021**
- **Questions & Answer duration Date Extended to November 12, 2021**

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

ITB No. 12575-916

TITLE: Effluent Pumps Standby Generators & Administration Building - G.T Lohmeyer
WWTP

ADDENDUM NO. 6

DATE: 10/26/2021

This addendum is being issued to make the following change(s):

1. Amends Solicitation

CHANGED FROM:

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide a Design Criteria Package that will primarily involve Mechanical, Electrical and Architectural Services, but may include other design services, for the Effluent Pumps Standby Generators & Administration Building Improvements at the G.T. Lohmeyer WWTP, as further described in Section III – Scope of Services. Those Firms which are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

CHANGED TO:

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide a Design Criteria Package for the Effluent Pumps Standby Generators & Administration Building Improvements at the G.T. Lohmeyer WWTP, as further described in Section III – Scope of Services. Those Firms which are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

CHANGED FROM:

1.6 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

CHANGED TO:

1.6 Pre-Proposal Meeting – Non- Mandatory

Thursday, November 4th at 11:00 am on Microsoft Teams

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 954-686-7296,,28929744#](#) United States, Fort Lauderdale

Phone Conference ID: 289 297 44#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

CHANGED FROM:

2.8 Minimum Qualifications

Firms shall be in the business of **Design Professional Services** 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 can demonstrate 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 SOQ being deemed non-responsive.

- 2.8.1** Proposer or principals shall have relevant experience in Mechanical, Electrical, Architectural, Civil and Structural Engineering Services. Project manager assigned to the work must have experience in Mechanical, Electrical, Architectural, Civil and Structural Engineering Services and have served as project manager on similar projects.

CHANGED TO:

2.8 Minimum Qualifications

Firms shall be in the business of **Design Professional Services** 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 can demonstrate 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 SOQ being deemed non-responsive.

2.8.1 Proposer or principals shall have current certificate of registration under chapter 471 of the Florida Statutes as a registered engineer to practice engineering and who has documented experience in the preparation of design criteria package that meets the minimum qualification described in this document. Project manager assigned to the work must have experience in the services described in this document and have served as project manager on similar projects.

2. Adds Exhibit 1

3. Adds Plan Specification Request Form

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

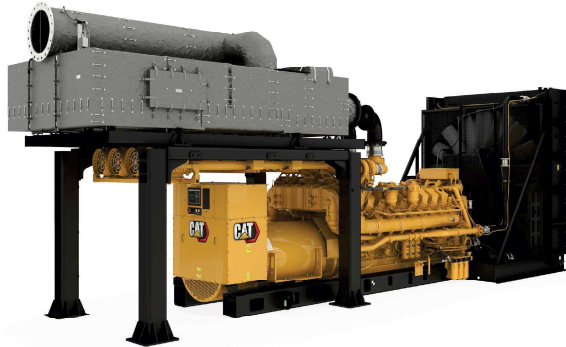
Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

Cat® C175-16

Diesel Generator Sets



Bore – mm (in)	175 (6.89)
Stroke – mm (in)	220 (8.66)
Displacement – L (in ³)	84.7 (5166.88)
Compression Ratio	16.7:1
Aspiration	TA
Fuel System	EUI
Governor Type	ADEM™ A4

Image shown may not reflect actual configuration

Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Continuous 60 Hz ekW (kVA)	Emissions Performance
3000 (3750)	3000 (3750)	2725 (3406)	2500 (3125)	U.S. EPA Tier 4 Final

Features

Cat® Diesel Engine

- Meets U.S. EPA Tier 4 Final emission standards
- Reliable performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

Clean Emissions Module

- Diesel oxidation catalyst for particulate matter (PM) and hydrocarbon (HC) control
- Selective catalytic reduction (SCR) for nitrogen oxides (NOx) control
- Integrated electronics for monitoring, protection, and closed loop NOx control

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 24 months/1000-hour warranty for standby and mission critical ratings
- 12 months/unlimited hour warranty for prime and continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

C175-16 Diesel Generator Sets Electric Power



Standard and Optional Equipment

Engine

Air Cleaner

- Single element
- Dual element

Starting

- Standard batteries
- Oversized batteries
- Standard electric starter(s)
- Dual electric starter(s)
- Air starter(s)
- Jacket water heater

Alternator

Output voltage

- 480V 6900V
- 600V 12470V
- 4160V 13200V
- 6300V 13800V
- 6600V

Temperature Rise (over 40°C ambient)

- 150°C
- 125°C/130°C
- 105°C
- 80°C

Winding type

- Form wound

Excitation

- Permanent magnet (PM)

Attachments

- Anti-condensation heater
- Stator and bearing temperature monitoring and protection

Power Termination

Type

- Bus bar
- Circuit breaker
- 4000A 5000A
- UL IEC
- 3-pole
- Electrically operated

Trip Unit

- LSI LSI-G
- LSIG-P

Control System

Controller

- EMCP 4.3
- EMCP 4.4

Attachments

- Local annunciator module
- Remote annunciator module
- Expansion I/O module
- Remote monitoring software

Charging

- Battery charger – 20A
- Battery charger – 35A
- Battery charger – 50A

Vibration Isolators

- Rubber
- Spring
- Seismic rated

Cat Connect

Connectivity

- Ethernet
- Cellular

Extended Service Options

Terms

- 2 year (prime)
- 3 year
- 5 year
- 10 year

Coverage

- Silver
- Gold
- Platinum
- Platinum Plus

Ancillary Equipment

- Automatic transfer switch (ATS)
- Paralleling switchgear
- Paralleling controls

Certifications

- CSA
- IBC seismic certification
- OSHPD pre-approval

Note: Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.

**C175-16 Diesel Generator Sets
Electric Power**



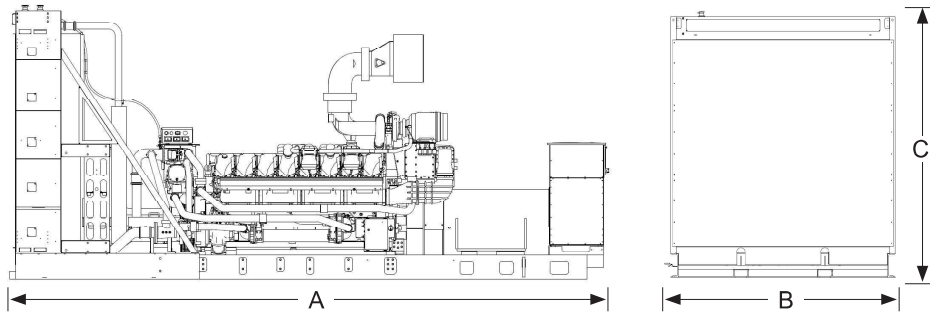
Package Performance

Performance	Standby	Mission Critical	Prime	Continuous
Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Gen set power rating with fan	3000 ekW	3000 ekW	2725 ekW	2500 ekW
Gen set power rating with fan @ 0.8 power factor	3750 kVA	3750 kVA	3406 kVA	3125 kVA
Emissions	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final
Performance number	DM8955-02	EM0315-02	DM8956-02	DM8957-02
Fuel Consumption				
100% load with fan – L/hr (gal/hr)	790.3 (208.8)	790.3 (208.8)	714.3 (188.7)	658.8 (174.0)
75% load with fan – L/hr (gal/hr)	616.3 (162.8)	616.3 (162.8)	566.3 (149.6)	535.1 (141.4)
50% load with fan – L/hr (gal/hr)	466.0 (123.1)	466.0 (123.1)	435.2 (115.0)	409.9 (108.3)
25% load with fan – L/hr (gal/hr)	292.0 (77.1)	292.0 (77.1)	274.7 (72.6)	259.8 (68.6)
Diesel Exhaust Fluid (DEF) Consumption				
100% load with fan – L/hr (gal/hr)	50.7 (13.4)	50.7 (13.4)	45.4 (12.0)	50.7 (13.4)
75% load with fan – L/hr (gal/hr)	30.3 (8.0)	30.3 (8.0)	25.4 (6.7)	28.0 (7.5)
50% load with fan – L/hr (gal/hr)	15.5 (4.1)	15.5 (4.1)	13.6 (3.6)	17.8 (4.7)
25% load with fan – L/hr (gal/hr)	7.6 (2.0)	7.6 (2.0)	6.8 (1.8)	7.9 (2.1)
Cooling System				
Radiator air flow restriction (system) – kPa (in. water)	0.12 (0.48)	0.12 (0.48)	0.12 (0.48)	0.12 (0.48)
Radiator air flow – m³/min (cfm)	3188 (112583)	3188 (112583)	3188 (112583)	3188 (112583)
Engine coolant capacity – L (gal)	303.5 (80.2)	303.5 (80.2)	303.5 (80.2)	303.5 (80.2)
Radiator coolant capacity – L (gal)	685.2 (181.0)	685.2 (181.0)	685.2 (181.0)	685.2 (181.0)
Total coolant capacity – L (gal)	988.7 (261.2)	988.7 (261.2)	988.7 (261.2)	988.7 (261.2)
Inlet Air				
Combustion air inlet flow rate – m³/min (cfm)	259.3 (9155.0)	259.3 (9155.0)	242.7 (8570.0)	230.5 (80.2)
Exhaust System				
Exhaust stack gas temperature – °C (°F)	472.3 (882.2)	472.3 (882.2)	460.0 (860.0)	452.7 (846.9)
Exhaust gas flow rate – m³/min (cfm)	667.2 (23557.7)	667.2 (23557.7)	610.0 (21540.9)	570.4 (20139.6)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.7 (27.0)	6.7 (27.0)	6.7 (27.0)	6.7 (27.0)
CEM outlet temperature – °C (°F)	465.5 (869.9)	465.5 (869.9)	451.1 (844.0)	465.5 (869.9)
Heat Rejection				
Heat rejection to jacket water – kW (Btu/min)	1373 (78075)	1373 (78075)	1229 (69901)	1125 (63972)
Heat rejection to exhaust (total) – kW (Btu/min)	3112 (176964)	3112 (176964)	2796 (159003)	2587 (147112)
Heat rejection to aftercooler – kW (Btu/min)	379 (21574)	379 (21574)	370 (21075)	398 (16810)
Heat rejection to atmosphere from engine – kW (Btu/min)	175 (9978)	175 (9978)	167 (9498)	162 (9237)
Heat rejection to atmosphere from CEM – kW (Btu/min)	53 (3026)	53 (3026)	48 (2756)	71 (3026)
Heat rejection from alternator – kW (Btu/min)	112 (6369)	112 (6369)	99 (5619)	91 (5158)

C175-16 Diesel Generator Sets Electric Power

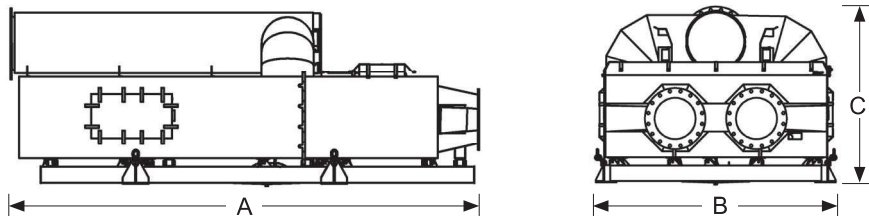


Weights and Dimensions



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
7908 (311.4)	3118 (122.8)	3614 (142.3)	20 463 (45,114)

Note: For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
4579 (180.3)	2361 (92.9)	1735 (68.3)	2900 (6393)

Ratings Definitions

Standby

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Mission Critical

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 85% of the mission critical power rating. Typical peak demand up to 100% of rated power for up to 5% of the operating time. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime

Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Continuous

Output available with non-varying load for an unlimited time. Average power output is 70-100% of the continuous power rating. Typical peak demand is 100% of continuous rated kW for 100% of the operating hours.

Applicable Codes and Standards

AS 1359, CSA C22.2 No. 100-04, UL 142, UL 489, UL 869, UL 2200, IBC, IEC 60034-1, ISO 3046, ISO 8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU and facilitates compliance to NFPA 37, NFPA 70, NFPA 99, NFPA 110.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications

- ISO 8528-1 Data Center Power (DCP) compliant per DCP application of Cat diesel generator set prime power rating.
- All ratings Tier III/Tier IV compliant per Uptime Institute requirements.
- All ratings ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

www.cat.com/electricpower

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Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

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Cat® C175-16

Diesel Generator Sets



Bore – mm (in)	175 (6.89)
Stroke – mm (in)	220 (8.66)
Displacement – L (in ³)	84.7 (5166.88)
Compression Ratio	16.7:1
Aspiration	TA
Fuel System	EUI
Governor Type	ADEM™ A4

Image shown may not reflect actual configuration

Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Continuous 60 Hz ekW (kVA)	Emissions Performance
3100 (3875)	3100 (3875)	2825 (3531)	2600 (3250)	U.S. EPA Tier 4 Final

Features

Cat® Diesel Engine

- Meets U.S. EPA Tier 4 Final emission standards
- Reliable performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

Clean Emissions Module

- Diesel oxidation catalyst for particulate matter (PM) and hydrocarbon (HC) control
- Selective catalytic reduction (SCR) for nitrogen oxides (NOx) control
- Integrated electronics for monitoring, protection, and closed loop NOx control

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 24 months/1000-hour warranty for standby and mission critical ratings
- 12 months/unlimited hour warranty for prime and continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
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Financing

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- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

C175-16 Diesel Generator Sets Electric Power



Standard and Optional Equipment

Engine

Air Cleaner

- Single element
- Dual element

Starting

- Standard batteries
- Oversized batteries
- Standard electric starter(s)
- Dual electric starter(s)
- Air starter(s)
- Jacket water heater

Alternator

Output voltage

- 480V 6900V
- 600V 12470V
- 4160V 13200V
- 6300V 13800V
- 6600V

Temperature Rise (over 40°C ambient)

- 150°C
- 125°C/130°C
- 105°C
- 80°C

Winding type

- Form wound

Excitation

- Permanent magnet (PM)

Attachments

- Anti-condensation heater
- Stator and bearing temperature monitoring and protection

Power Termination

Type

- Bus bar
- Circuit breaker
- 4000A 5000A
- UL IEC
- 3-pole
- Electrically operated

Trip Unit

- LSI LSI-G
- LSIG-P

Control System

Controller

- EMCP 4.3
- EMCP 4.4

Attachments

- Local annunciator module
- Remote annunciator module
- Expansion I/O module
- Remote monitoring software

Charging

- Battery charger – 20A
- Battery charger – 35A
- Battery charger – 50A

Vibration Isolators

- Rubber
- Spring
- Seismic rated

Cat Connect

Connectivity

- Ethernet
- Cellular

Extended Service Options

Terms

- 2 year (prime)
- 3 year
- 5 year
- 10 year

Coverage

- Silver
- Gold
- Platinum
- Platinum Plus

Ancillary Equipment

- Automatic transfer switch (ATS)
- Paralleling switchgear
- Paralleling controls

Certifications

- CSA
- IBC seismic certification
- OSHPD pre-approval

Note: Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.

C175-16 Diesel Generator Sets Electric Power



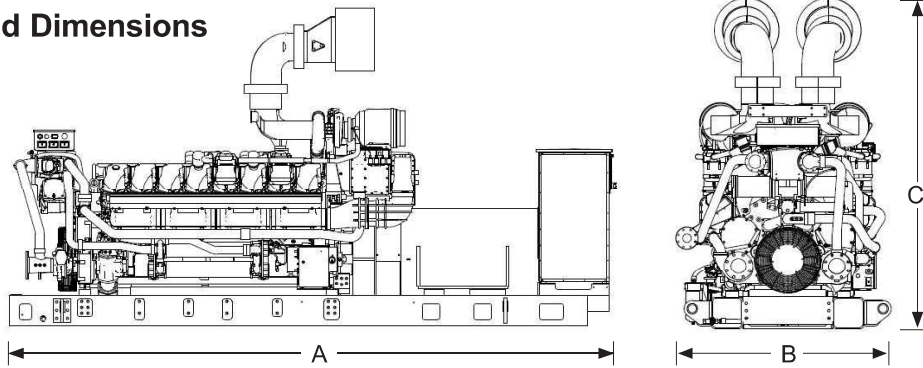
Package Performance

Performance	Standby	Mission Critical	Prime	Continuous
Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Gen set power rating without fan	3100 ekW	3100 ekW	2825 ekW	2600 ekW
Gen set power rating without fan @ 0.8 power factor	3875 kVA	3875 kVA	3531 kVA	3250 kVA
Emissions	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final
Performance number	DM8952-02	EM0314-02	DM8953-02	DM8954-02
Fuel Consumption				
100% load with fan – L/hr (gal/hr)	790.4 (208.8)	790.4 (208.8)	714.3 (188.7)	658.8 (174.0)
75% load with fan – L/hr (gal/hr)	611.7 (161.6)	611.7 (161.6)	561.5 (148.3)	530.1 (140.0)
50% load with fan – L/hr (gal/hr)	455.9 (120.4)	455.9 (120.4)	425.5 (112.4)	400.4 (105.8)
25% load with fan – L/hr (gal/hr)	275.3 (72.7)	275.3 (72.7)	257.6 (68.0)	242.6 (64.1)
Diesel Exhaust Fluid (DEF) Consumption				
100% load with fan – L/hr (gal/hr)	50.7 (13.4)	50.7 (13.4)	45.4 (12.0)	39.0 (10.3)
75% load with fan – L/hr (gal/hr)	29.5 (7.8)	29.5 (7.8)	25.0 (6.6)	21.6 (5.7)
50% load with fan – L/hr (gal/hr)	15.1 (4.0)	15.1 (4.0)	13.2 (3.5)	12.1 (3.2)
25% load with fan – L/hr (gal/hr)	6.8 (1.8)	6.8 (1.8)	6.4 (1.7)	6.1 (1.6)
Cooling System				
Engine coolant capacity – L (gal)	303.5 (80.2)	303.5 (80.2)	303.5 (80.2)	303.5 (80.2)
Inlet Air				
Combustion air inlet flow rate – m ³ /min (cfm)	259.3 (9155.5)	259.3 (9155.5)	247.7 (8569.3)	230.5 (8137.8)
Exhaust System				
Exhaust stack gas temperature – °C (°F)	472.3 (882.2)	472.3 (882.2)	460.0 (859.9)	452.7 (846.8)
Exhaust gas flow rate – m ³ /min (cfm)	667.2 (23559.3)	667.2 (23559.3)	610.0 (21538.6)	570.3 (20139.0)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.7 (27.0)	6.7 (27.0)	6.7 (27.0)	6.7 (27.0)
CEM outlet temperature – °C (°F)	465.5 (869.9)	465.5 (869.9)	451.1 (844.0)	444.0 (831.2)
Heat Rejection				
Heat rejection to jacket water – kW (Btu/min)	1373 (78082)	1373 (78082)	1229 (69892)	1125 (63970)
Heat rejection to exhaust (total) – kW (Btu/min)	3112 (176978)	3112 (176978)	2796 (158984)	2587 (147107)
Heat rejection to aftercooler – kW (Btu/min)	379 (21577)	379 (21577)	370 (21075)	295 (16809)
Heat rejection to atmosphere from engine – kW (Btu/min)	175 (9979)	175 (9979)	167 (9498)	162 (9237)
Heat rejection to atmosphere from CEM – kW (Btu/min)	53 (3026)	53 (3026)	48 (2756)	45 (2534)
Heat rejection from alternator – kW (Btu/min)	119 (6773)	119 (6773)	109 (6170)	94 (5363)

C175-16 Diesel Generator Sets Electric Power

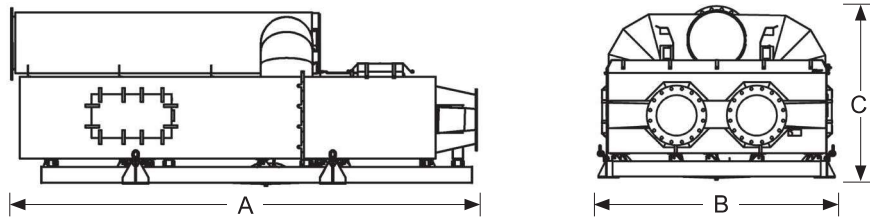


Weights and Dimensions



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
6166 (242.8)	2101 (82.7)	3231 (127.2)	19 391 (42,750)

Note: For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
4579 (180.3)	2361 (92.9)	1735 (68.3)	2900 (6393)

Ratings Definitions

Standby

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Mission Critical

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 85% of the mission critical power rating. Typical peak demand up to 100% of rated power for up to 5% of the operating time. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime

Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Continuous

Output available with non-varying load for an unlimited time. Average power output is 70-100% of the continuous power rating. Typical peak demand is 100% of continuous rated kW for 100% of the operating hours.

Applicable Codes and Standards

AS 1359, CSA C22.2 No. 100-04, UL 142, UL 489, UL 869, UL 2200, IBC, IEC 60034-1, ISO 3046, ISO 8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU and facilitates compliance to NFPA 37, NFPA 70, NFPA 99, NFPA 110.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications

- ISO 8528-1 Data Center Power (DCP) compliant per DCP application of Cat diesel generator set prime power rating.
- All ratings Tier III/Tier IV compliant per Uptime Institute requirements.
- All ratings ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

www.cat.com/electricpower

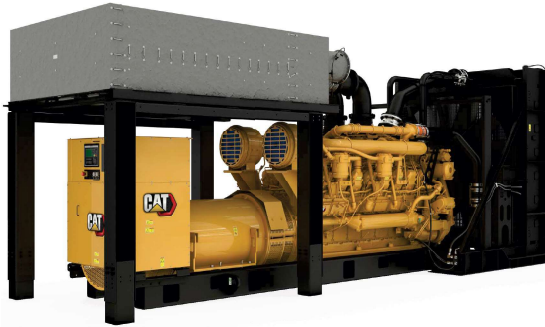
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Cat® 3516C Diesel Generator Sets



Bore – mm (in)	170 (6.69)
Stroke – mm (in)	215 (8.46)
Displacement – L (in ³)	78 (4764.73)
Compression Ratio	14.7:1
Aspiration	TA
Fuel System	EUI
Governor Type	ADEM™ A4

Image shown may not reflect actual configuration

Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Emissions Performance
2000 (2500)	2000 (2500)	1825 (2281)	U.S. EPA Tier 4 Final

Features

Cat® Diesel Engine

- Meets U.S. EPA Tier 4 Final emission standards
- Reliable performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

Clean Emissions Module

- Diesel oxidation catalyst for particulate matter (PM) and hydrocarbon (HC) control
- Selective catalytic reduction (SCR) for nitrogen oxides (NOx) control
- Integrated electronics for monitoring, protection, and closed loop NOx control

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 24 months/1000-hour warranty for standby and mission critical ratings
- 12 months/unlimited hour warranty for prime and continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

3516C Diesel Generator Sets Electric Power



Standard and Optional Equipment

Engine

Air Cleaner

- Single element
- Dual element

Muffler

- Industrial grade (12 dB)

Starting

- Standard batteries
- Oversized batteries
- Standard electric starter(s)
- Heavy duty electric starter(s)
- Air starter(s)
- Jacket water heater

Alternator

Output voltage

- 480V 6600V
- 600V 6900V
- 2400V 12470V
- 4160V 13200V
- 6300V 13800V

Temperature Rise (over 40°C ambient)

- 150°C
- 125°C/130°C
- 105°C
- 80°C

Winding type

- Random wound
- Form wound

Excitation

- Self excited
- Internal excitation (IE)
- Permanent magnet (PM)

Attachments

- Anti-condensation heater
- Stator and bearing temperature monitoring and protection

Power Termination

Type

- Bus bar
- Circuit breaker
- 1600A 2000A
- 2500A 3000A
- 3200A 4000A
- 5000A
- UL IEC
- 3-pole 4-pole
- Manually operated
- Electrically operated

Trip Unit

- LSI LSI-G
- LSIG-P

Control System

Controller

- EMCP 4.3
- EMCP 4.4

Attachments

- Local annunciator module
- Remote annunciator module
- Expansion I/O module
- Remote monitoring software

Charging

- Battery charger – 10A
- Battery charger – 20A
- Battery charger – 35A

Vibration Isolators

- Rubber
- Spring
- Seismic rated

Cat Connect

Connectivity

- Ethernet
- Cellular

Extended Service Options

Terms

- 2 year (prime)
- 3 year
- 5 year
- 10 year

Coverage

- Silver
- Gold
- Platinum
- Platinum Plus

Ancillary Equipment

- Automatic transfer switch (ATS)
- Paralleling switchgear
- Paralleling controls

Certifications

- IBC seismic certification
- OSHPD pre-approval

Note: Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.

**3516C Diesel Generator Sets
Electric Power**



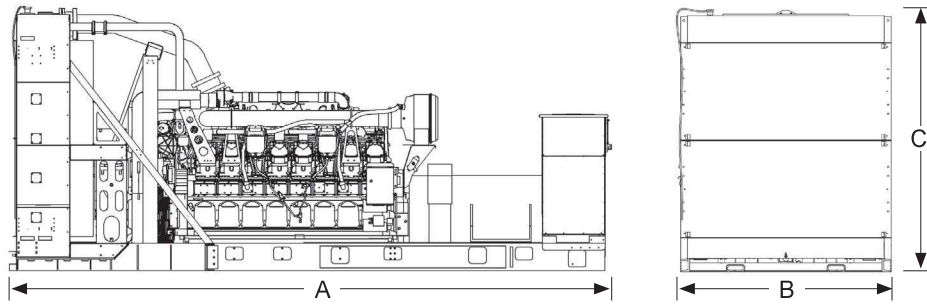
Package Performance

Performance	Standby		Mission Critical		Prime	
Frequency	60 Hz		60 Hz		60 Hz	
Gen set power rating with fan	2000 ekW		2000 ekW		1825 ekW	
Gen set power rating with fan @ 0.8 power factor	2500 kVA		2500 kVA		2281 kVA	
Emissions	Tier 4 Final		Tier 4 Final		Tier 4 Final	
Performance number	DM9368-02		DM9300-02		DM9369-02	
Fuel Consumption						
100% load with fan – L/hr (gal/hr)	527.7	(139.4)	527.7	(139.4)	484.7	(128.1)
75% load with fan – L/hr (gal/hr)	409.0	(108.1)	409.0	(108.1)	381.7	(100.8)
50% load with fan – L/hr (gal/hr)	297.1	(78.5)	297.1	(78.5)	277.3	(73.3)
25% load with fan – L/hr (gal/hr)	180.8	(47.8)	180.8	(47.8)	171.5	(45.3)
Diesel Exhaust Fluid (DEF) Consumption						
100% load with fan – L/hr (gal/hr)	38.1	(10.1)	38.1	(10.1)	33.8	(8.9)
75% load with fan – L/hr (gal/hr)	24.9	(6.6)	24.9	(6.6)	21.1	(5.6)
50% load with fan – L/hr (gal/hr)	13.2	(3.5)	13.2	(3.5)	12.0	(3.2)
25% load with fan – L/hr (gal/hr)	6.0	(1.6)	6.0	(1.6)	5.7	(1.5)
Cooling System						
Radiator air flow restriction (system) – kPa (in. water)	0.12	(0.48)	0.12	(0.48)	0.12	(0.48)
Radiator air flow – m ³ /min (cfm)	2661.0	(93972)	2661.0	(93972)	2661.0	(93972)
Engine coolant capacity – L (gal)	233.0	(61.6)	233.0	(61.6)	233.0	(61.6)
Radiator coolant capacity – L (gal)	238.5	(63.0)	238.5	(63.0)	238.5	(63.0)
Total coolant capacity – L (gal)	471.5	(124.6)	471.5	(124.6)	471.5	(124.6)
Inlet Air						
Combustion air inlet flow rate – m ³ /min (cfm)	173.3	(6117.8)	173.3	(6117.8)	161.9	(5706.4)
Exhaust System						
Exhaust stack gas temperature – °C (°F)	491.6	(916.8)	491.6	(916.8)	488.8	(911.8)
Exhaust gas flow rate – m ³ /min (cfm)	461.5	(16296.7)	461.5	(16296.7)	427.4	(15092.0)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.0	(24.0)	6.0	(24.0)	6.0	(24.0)
CEM outlet temperature – °C (°F)	476.9	(890.5)	476.9	(890.5)	469.4	(876.9)
Heat Rejection						
Heat rejection to jacket water – kW (Btu/min)	706	(40137)	706	(40137)	662	(37635)
Heat rejection to exhaust (total) – kW (Btu/min)	2068	(117592)	2068	(117592)	1906	(108395)
Heat rejection to aftercooler – kW (Btu/min)	488	(27755)	488	(27755)	423	(24047)
Heat rejection to atmosphere from engine – kW (Btu/min)	151	(8595)	151	(8595)	146	(8280)
Heat rejection to atmosphere from CEM – kW (Btu/min)	85	(4826)	85	(4826)	86	(4886)
Heat rejection from alternator – kW (Btu/min)	96	(5482)	96	(5482)	86	(4891)

3516C Diesel Generator Sets Electric Power

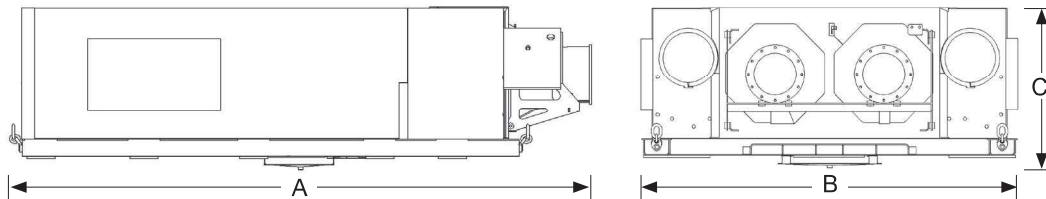


Weights and Dimensions



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
6776 (266.8)	2379 (93.7)	2970 (116.9)	16 874 (37,200)

Note: For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
3460 (136.2)	2257 (88.9)	895 (35.2)	2064 (4550)

Ratings Definitions

Standby

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Mission Critical

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 85% of the mission critical power rating. Typical peak demand up to 100% of rated power for up to 5% of the operating time. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime

Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Applicable Codes and Standards

AS 1359, CSA C22.2 No. 100-04, UL 142, UL 489, UL 869, UL 2200, IBC, IEC 60034-1, ISO 3046, ISO 8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU and facilitates compliance to NFPA 37, NFPA 70, NFPA 99, NFPA 110.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications

- ISO 8528-1 Data Center Power (DCP) compliant per DCP application of Cat diesel generator set prime power rating.
- All ratings Tier III/Tier IV compliant per Uptime Institute requirements.
- All ratings ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

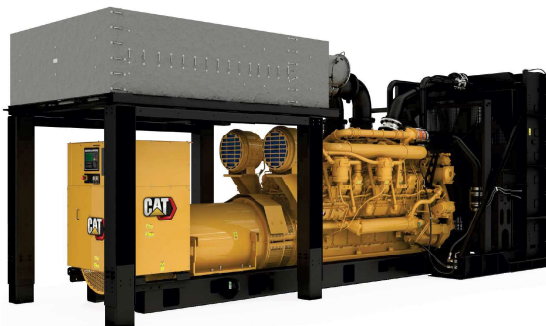
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Cat® 3516C Diesel Generator Sets



Bore – mm (in)	170 (6.69)
Stroke – mm (in)	215 (8.46)
Displacement – L (in ³)	78 (4764.73)
Compression Ratio	14.7:1
Aspiration	TA
Fuel System	EUI
Governor Type	ADEM™ A4

Image shown may not reflect actual configuration

Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Continuous 60 Hz ekW (kVA)	Emissions Performance
2500 (3125)	2500 (3125)	2250 (2812)	2050 (2562)	U.S. EPA Tier 4 Final

Features

Cat® Diesel Engine

- Meets U.S. EPA Tier 4 Final emission standards
- Reliable performance proven in thousands of applications worldwide

Generator Set Package

- Accepts 100% block load in one step and meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators

- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat diesel engines

Cooling System

- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

Clean Emissions Module

- Diesel oxidation catalyst for particulate matter (PM) and hydrocarbon (HC) control
- Selective catalytic reduction (SCR) for nitrogen oxides (NOx) control
- Integrated electronics for monitoring, protection, and closed loop NOx control

EMCP 4 Control Panels

- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements

Warranty

- 24 months/1000-hour warranty for standby and mission critical ratings
- 12 months/unlimited hour warranty for prime and continuous ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing

- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

3516C Diesel Generator Sets Electric Power



Standard and Optional Equipment

Engine

Air Cleaner

- Single element
- Dual element

Muffler

- Industrial grade (12 dB)

Starting

- Standard batteries
- Oversized batteries
- Standard electric starter(s)
- Heavy duty electric starter(s)
- Air starter(s)
- Jacket water heater

Alternator

Output voltage

- 480V 6600V
- 600V 6900V
- 2400V 12470V
- 4160V 13200V
- 6300V 13800V

Temperature Rise (over 40°C ambient)

- 150°C
- 125°C/130°C
- 105°C
- 80°C

Winding type

- Random wound
- Form wound

Excitation

- Self excited
- Internal excitation (IE)
- Permanent magnet (PM)

Attachments

- Anti-condensation heater
- Stator and bearing temperature monitoring and protection

Power Termination

Type

- Bus bar
- Circuit breaker
- 1600A 2000A
- 2500A 3000A
- 3200A 4000A
- 5000A
- UL IEC
- 3-pole 4-pole
- Manually operated
- Electrically operated

Trip Unit

- LSI LSI-G
- LSI-G-P

Control System

Controller

- EMCP 4.3
- EMCP 4.4

Attachments

- Local annunciator module
- Remote annunciator module
- Expansion I/O module
- Remote monitoring software

Charging

- Battery charger – 10A
- Battery charger – 20A
- Battery charger – 35A

Vibration Isolators

- Rubber
- Spring
- Seismic rated

Cat Connect

Connectivity

- Ethernet
- Cellular

Extended Service Options

Terms

- 2 year (prime)
- 3 year
- 5 year
- 10 year

Coverage

- Silver
- Gold
- Platinum
- Platinum Plus

Ancillary Equipment

- Automatic transfer switch (ATS)
- Paralleling switchgear
- Paralleling controls

Certifications

- IBC seismic certification
- OSHPD pre-approval

Note: Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.

**3516C Diesel Generator Sets
Electric Power**



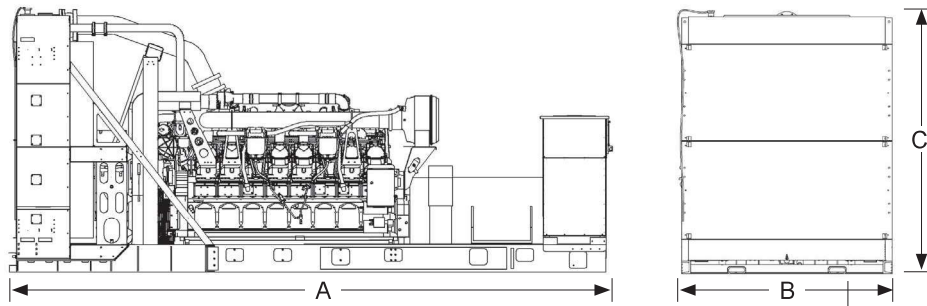
Package Performance

Performance	Standby	Mission Critical	Prime	Continuous
Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Gen set power rating with fan	2500 ekW	2500 ekW	2250 ekW	2050 ekW
Gen set power rating with fan @ 0.8 power factor	3125 kVA	3125 kVA	2812 kVA	2562 kVA
Emissions	Tier 4 Final	Tier 4 Final	Tier 4 Final	Tier 4 Final
Performance number	DM9370-02	DM9301-02	DM9371-03	DM9372-02
Fuel Consumption				
100% load with fan – L/hr (gal/hr)	654.5 (172.9)	654.5 (172.9)	589.0 (155.6)	538.5 (142.2)
75% load with fan – L/hr (gal/hr)	496.0 (131.0)	496.0 (131.0)	451.0 (119.1)	417.1 (110.2)
50% load with fan – L/hr (gal/hr)	356.6 (94.2)	356.6 (94.2)	328.0 (86.7)	304.0 (80.3)
25% load with fan – L/hr (gal/hr)	211.0 (55.7)	211.0 (55.7)	196.7 (52.0)	184.8 (48.8)
Diesel Exhaust Fluid (DEF) Consumption				
100% load with fan – L/hr (gal/hr)	50.8 (13.4)	50.8 (13.4)	43.8 (11.6)	39.1 (10.3)
75% load with fan – L/hr (gal/hr)	35.0 (9.2)	35.0 (9.2)	30.1 (7.9)	26.0 (6.9)
50% load with fan – L/hr (gal/hr)	18.1 (4.8)	18.1 (4.8)	15.7 (4.1)	13.8 (3.6)
25% load with fan – L/hr (gal/hr)	7.7 (2.0)	7.7 (2.0)	6.7 (1.8)	6.1 (1.6)
Cooling System				
Radiator air flow restriction (system) – kPa (in. water)	0.12 (0.48)	0.12 (0.48)	0.12 (0.48)	0.12 (0.48)
Radiator air flow – m³/min (cfm)	3048.0 (107639)	3048.0 (107639)	3048.0 (107639)	3048.0 (107639)
Engine coolant capacity – L (gal)	233.0 (61.6)	233.0 (61.6)	233.0 (61.6)	233.0 (61.6)
Radiator coolant capacity – L (gal)	268.8 (71.0)	268.8 (71.0)	268.8 (71.0)	268.8 (71.0)
Total coolant capacity – L (gal)	501.8 (132.6)	501.8 (132.6)	501.8 (132.6)	501.8 (132.6)
Inlet Air				
Combustion air inlet flow rate – m³/min (cfm)	197.8 (6983.8)	197.8 (6983.8)	196.7 (6577.3)	175.7 (6204.1)
Exhaust System				
Exhaust stack gas temperature – °C (°F)	522.9 (973.3)	522.7 (973.3)	505.0 (941.1)	493.5 (920.3)
Exhaust gas flow rate – m³/min (cfm)	556.8 (19661.9)	556.8 (19661.9)	508.8 (17966.0)	469.7 (16586.0)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	6.0 (24.0)	6.0 (24.0)	6.0 (24.0)	6.0 (24.0)
CEM outlet temperature – °C (°F)	501.7 (935.0)	501.7 (935.0)	488.1 (910.6)	478.9 (894.0)
Heat Rejection				
Heat rejection to jacket water – kW (Btu/min)	841 (47832)	841.2 (47832)	765 (43514)	716 (40724)
Heat rejection to exhaust (total) – kW (Btu/min)	2571 (146192)	2571 (146192)	2308 (131244)	2108 (119903)
Heat rejection to aftercooler – kW (Btu/min)	665 (37839)	665 (37839)	579 (32928)	504 (28658)
Heat rejection to atmosphere from engine – kW (Btu/min)	167 (9525)	167 (9525)	157 (8945)	152 (8657)
Heat rejection to atmosphere from CEM – kW (Btu/min)	90.0 (5098)	90.0 (5098)	90.0 (5098)	85.6 (4874)
Heat rejection from alternator – kW (Btu/min)	121 (6853)	121 (6853)	106 (6028)	94 (5368)

3516C Diesel Generator Sets Electric Power

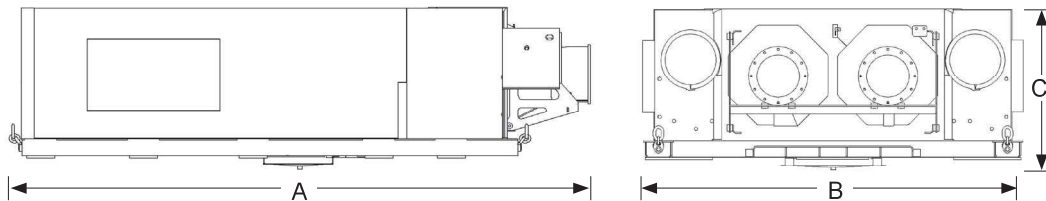


Weights and Dimensions



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
7033 (276.9)	2569 (101.2)	3016 (118.7)	18 270 (40,280)

Note: For reference only. Do not use for installation design. Contact your local Cat dealer for precise weights and dimensions.



Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
3460 (136.2)	2257 (88.9)	895 (35.2)	2064 (4550)

Ratings Definitions

Standby

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Mission Critical

Output available with varying load for the duration of the interruption of the normal source power. Average power output is 85% of the mission critical power rating. Typical peak demand up to 100% of rated power for up to 5% of the operating time. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime

Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Continuous

Output available with non-varying load for an unlimited time. Average power output is 70-100% of the continuous power rating. Typical peak demand is 100% of continuous rated kW for 100% of the operating hours.

Applicable Codes and Standards

AS 1359, CSA C22.2 No. 100-04, UL 142, UL 489, UL 869, UL 2200, IBC, IEC 60034-1, ISO 3046, ISO 8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU and facilitates compliance to NFPA 37, NFPA 70, NFPA 99, NFPA 110.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications

- ISO 8528-1 Data Center Power (DCP) compliant per DCP application of Cat diesel generator set prime power rating.
- All ratings Tier III/Tier IV compliant per Uptime Institute requirements.
- All ratings ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.)

www.cat.com/electricpower

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Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

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3512E

MARINE PROPULSION ENGINE

1678 bkW (2250 bhp) @ 1800 rpm



3512E Marine Propulsion Engine
U.S. EPA Tier 4 Final / IMO III

ENGINE SPECIFICATIONS

Configuration:

Vee 12, 4-stroke-cycle diesel

Emissions

U.S. EPA Tier 4 Final certified
IMO III emissions certified
(SCR required)
IMO II-III switchable

Rated Engine Speed

1800 rpm

Bore x Stroke

170 mm x 215 mm / 6.69 in x 8.46 in

Displacement

58.6 Liter / 3574 cu in

Aspiration

Turbocharged-aftercooled
aspiration

Governor

Electronic (A5 ECM)

Refill Capacity

Lube Oil System w/ oil filter change:
613 L (162 gal)/1000 hrs pan

Oil Change Interval

1000 hrs

Cooling

Heat exchanger or keel cooled

Flywheel Housing

SAE No. 00 with SAE No. 00 flywheel
(183 teeth)

Rotation

Counterclockwise from flywheel end

FEATURES AND BENEFITS

- Utilizes SCR Technology to enable U.S. EPA Tier 4 Final emission regulations compliance while lowering operational costs
- Utilizes closed loop air assisted DEF dosing control strategy that delivers:
 - Highest efficiency mixing and control to lower operational costs
 - Extends emissions useful life
 - Ensures compliance
 - Flexible to urea quality
- Advanced engine combustion design process utilizing optimum configurations and cylinder geometry for maximum engine efficiency
- Enhanced control of fuel injection optimized through crank timing and the latest A5 ECM technology
- Optimal fuel injector nozzle geometry and electronic injection control for improved fuel delivery
- Strengthened cylinder heads and valves for increased durability and peak cylinder pressure capability resulting in higher engine duty cycle capability
- Industry-leading warranty coverage for factory packaged components
- Global dealer network for service in any location

STANDARD ENGINE EQUIPMENT

- Corrosion-resistant aftercooler core
- Dual A5 engine control modules with electronic unit injection and low pressure fuel system
- Dual turbochargers with water-cooled bearings and heat shields
- Vibration damper and guard
- Meets SOLAS regulations
- Duplex Fuel and Oil Filtration
- Auxiliary fresh water pump
- Gear Driven, centrifugal jacket water pump with 40% more capacity

OPTIONAL ATTACHMENTS

- Plate-type heat exchanger with integrated SCAC and JW Water expansion tanks
- Special appearance packages with chrome covers
- Marine society certifications
- Power take-off
- Certified marine alarm and protection safety system
- Standard instrument panel with color touchscreen display
- Mounting rails and trunnion mount options
- Engine mounted fuel cooler (SCAC Water Cooled)
- Sea water pump with 25% more capacity for cooling auxiliary vessel equipment
- Closed crank case ventilation

A RATING (UNRESTRICTED CONTINUOUS) DEFINITION

Typical applications: For vessels operating at rated load and rated speed up to 100% of the time without interruption or cyclical load (80% to 100% load factor). Typical operation ranges from 5000 to 8000 hours per year

TECHNICAL DATA

3512E Marine Propulsion Engine

PROP DEMAND FUEL & DEF CONSUMPTION (A RATING)

rpm	Brake Specific Fuel Consumption				DEF Consumption 32.5 % Concentration		DEF Consumption 40 % Concentration	
	bhp	lb/bhp-hr	bkW	g/bkW-hr	Gal/hr	Liters/hr	Gal/hr	Liters/hr
1800	2250	0.333	1678	198.6	5.7	21.6	4.3	16.3
1600	1581	0.323	1179	192.5	4.4	16.8	3.4	12.7
1400	1059	0.333	790	198.6	2.4	9.2	1.8	6.9
1200	666	0.349	497	208.0	1.2	4.5	0.9	3.4
1000	386	0.357	288	213.0	0.5	1.9	0.4	1.5
800	197	0.370	147	221.0	0.0	0.0	0.0	0.0

For Cat® dealers:
Please reference TMI
Web for most current
information.

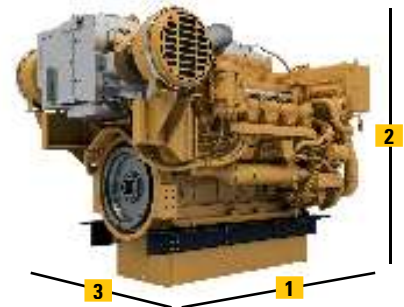
- ISO 3046/1 fluid consumption tolerance of -0/+5%
- Reference 32.5% DEF density of 1.0895 kg/L
- Reference 40% DEF density of 1.1120 kg/L

Consult your local Cat® dealer to create a customized engine
TCO (Total Cost of Ownership) analysis specific to your vessel as
well as for IMO II optimized performance data.

DIMENSIONS & WEIGHT

	Length (1)	Height (2)	Width (3)	Engine dry weight
min.	104.2 in/2646 mm	91.9 in/2335 mm	71.2 in/1808 mm	18,025 lb/8,176 kg
max.			81.9 in/2081 mm	

Note: Do not use these dimensions for installation design.
See general dimension drawings for detail.

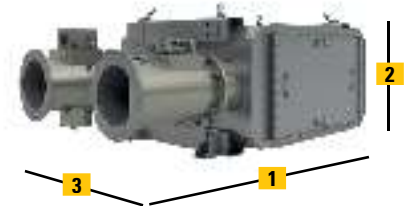


CLEAN EMISSIONS MODULE (CEM)

Dimensions & Weight				
Model	Length (1)	Height (2)	Width (3)	Weight
12 Brick Z-Flow	3453.6 mm 135.97 in	1012.4 mm 39.86 in	1627.2 mm 64.06 in	1253.6 kg 2763.7 lb
12 Brick U-Flow	2712.0 mm 106.77 in	1012.4 mm 39.86 in	1627.2 mm 64.06 in	1261.5 kg 2783.3 lb
Dosing Cabinet	948.6 mm 37.35 in	534.5 mm 21.05 in	477.3 mm 18.79 in	---

Clean Emissions Module (CEM)

Available in U-flow configurations (shown)
and Z-flow configurations.



The 3512E engine requires Selective Catalyst Reduction (SCR) technology.
The easy-to-install Cat® SCR System is an exhaust gas aftertreatment solution
compliant with U.S. EPA Tier 4 Final / IMO III emission standards.

- Proven technology to meet U.S. EPA Tier 4 Final / IMO III emission standards
- IMO II-III switchable calibrations available
- Maintains engine efficiency, durability and reliability
- Easy to install with minimum impact to vessel design
- Compact package from one single source
- Available for new builds and retrofits
- For detailed dimensions and installation requirements, please refer to latest revision of A&I guide LEBM0023.

Dosing Cabinet

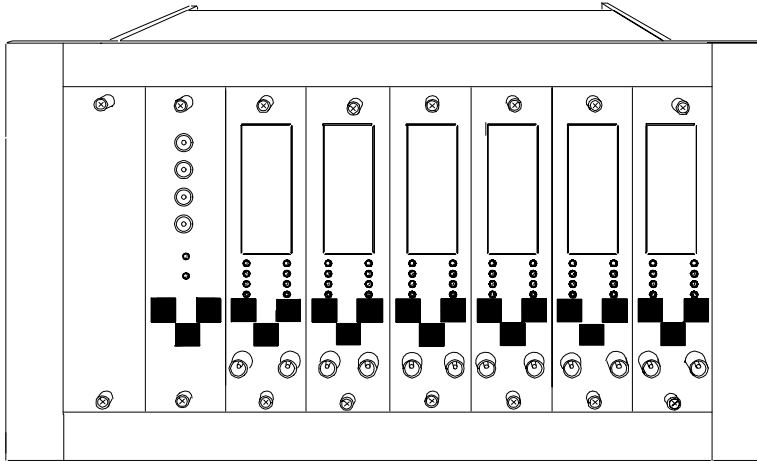


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12/13/2021 12:05 PM
To find your nearest dealer, please visit: www.cat.com/marine

Operation Manual

Bently Nevada™ Asset Condition Monitoring



3300 System Overview



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Bently Nevada, Keyphasor, Proximitor

Contact Information

The following ways of contacting Bently Nevada are provided for those times when you cannot contact your local representative:

Mailing Address	1631 Bently Parkway South Minden, Nevada USA 89423 USA
Telephone	1.775.782.3611 1.800.227.5514
Fax	1.775.215.2873
Internet	www.ge-energy.com/bently

Additional Information

Notice:

This manual does not contain all the information required to operate and maintain the product. Refer to the following manuals for other required information.

3300 System Installation Instructions (Part Number 80172-01)

3300 System Troubleshooting (Part Number 80173-01)

3300/12 AC Power Supply (Part Number 89602-01)

3300/03 System Monitor (Part Number 89604-01)

Product Disposal Statement

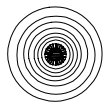
Customers and third parties, who are not member states of the European Union, who are in control of the product at the end of its life or at the end of its use, are solely responsible for the proper disposal of the product. No person, firm, corporation, association or agency that is in control of product shall dispose of it in a manner that is in violation of any applicable federal, state, local or international law. Bently Nevada LLC is not responsible for the disposal of the product at the end of its life or at the end of its use.

Symbols

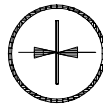
Special symbols are used in the manual to illustrate specifics in the step-by-step process. For example:



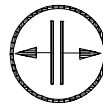
PRESS



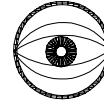
FLASHING



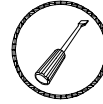
CONNECT



DISCONNECT



OBSERVE

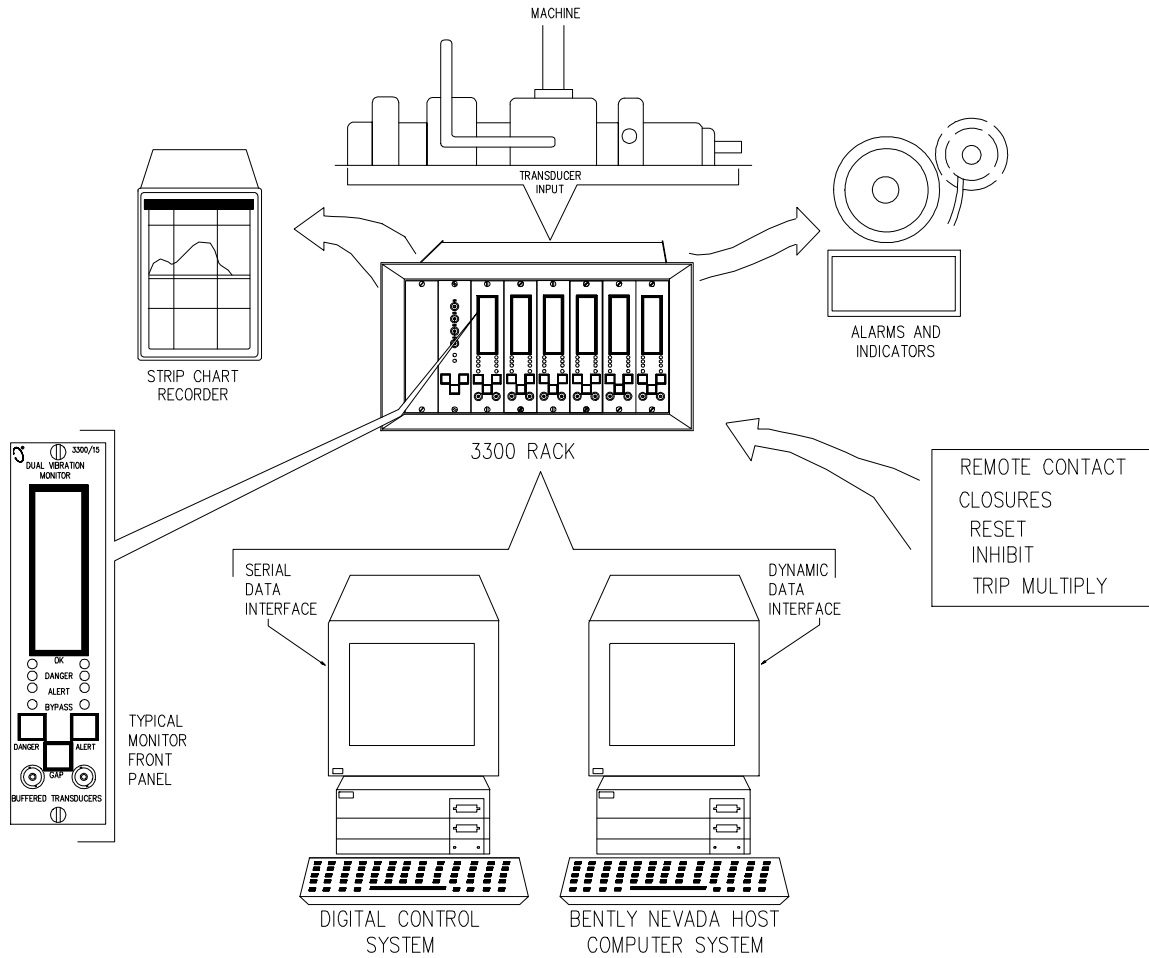


SCREWDRIVER

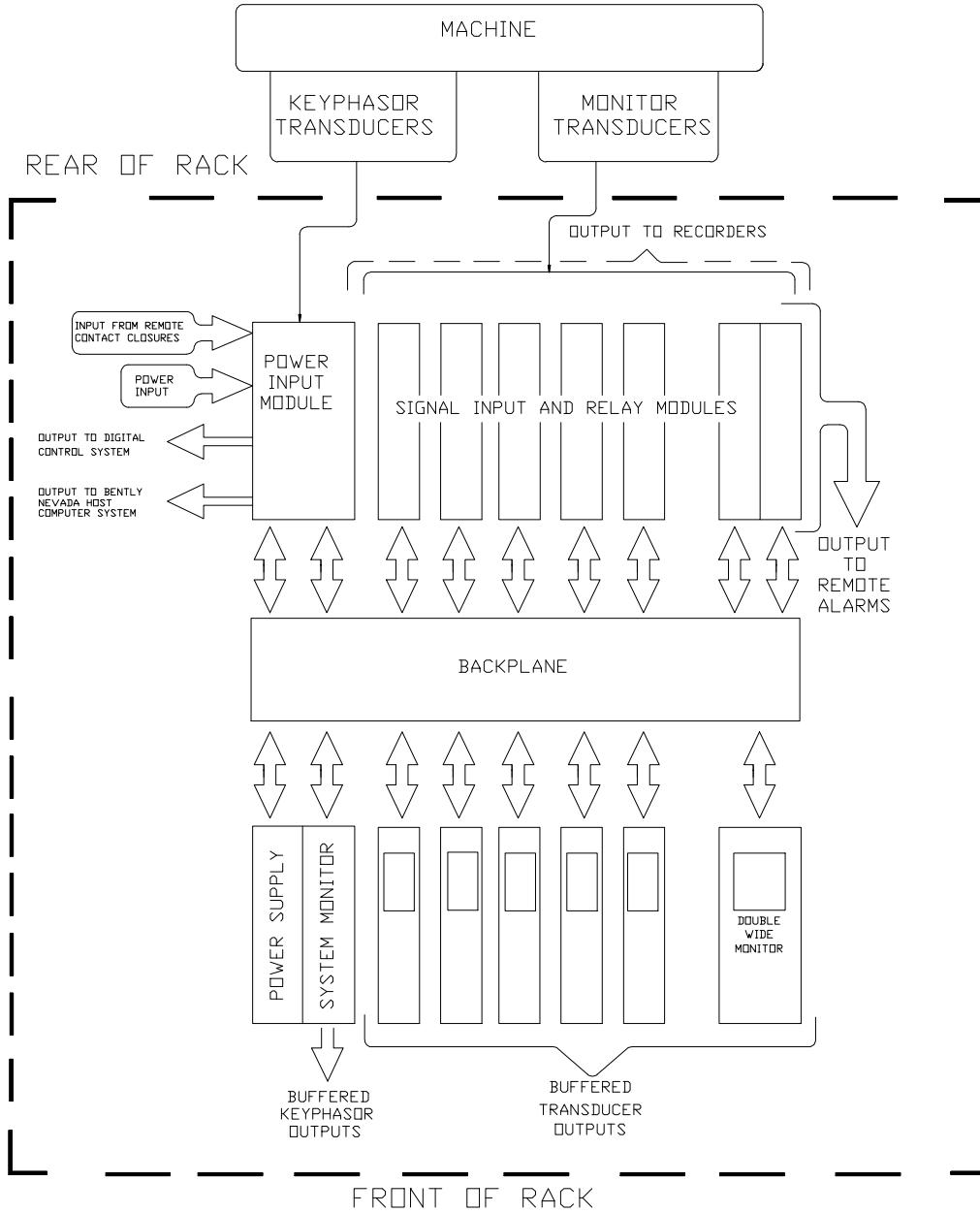
Contents

1. SYSTEM OVERVIEW	1
2. SYSTEM BLOCK DIAGRAM	2
3. RACK.....	3

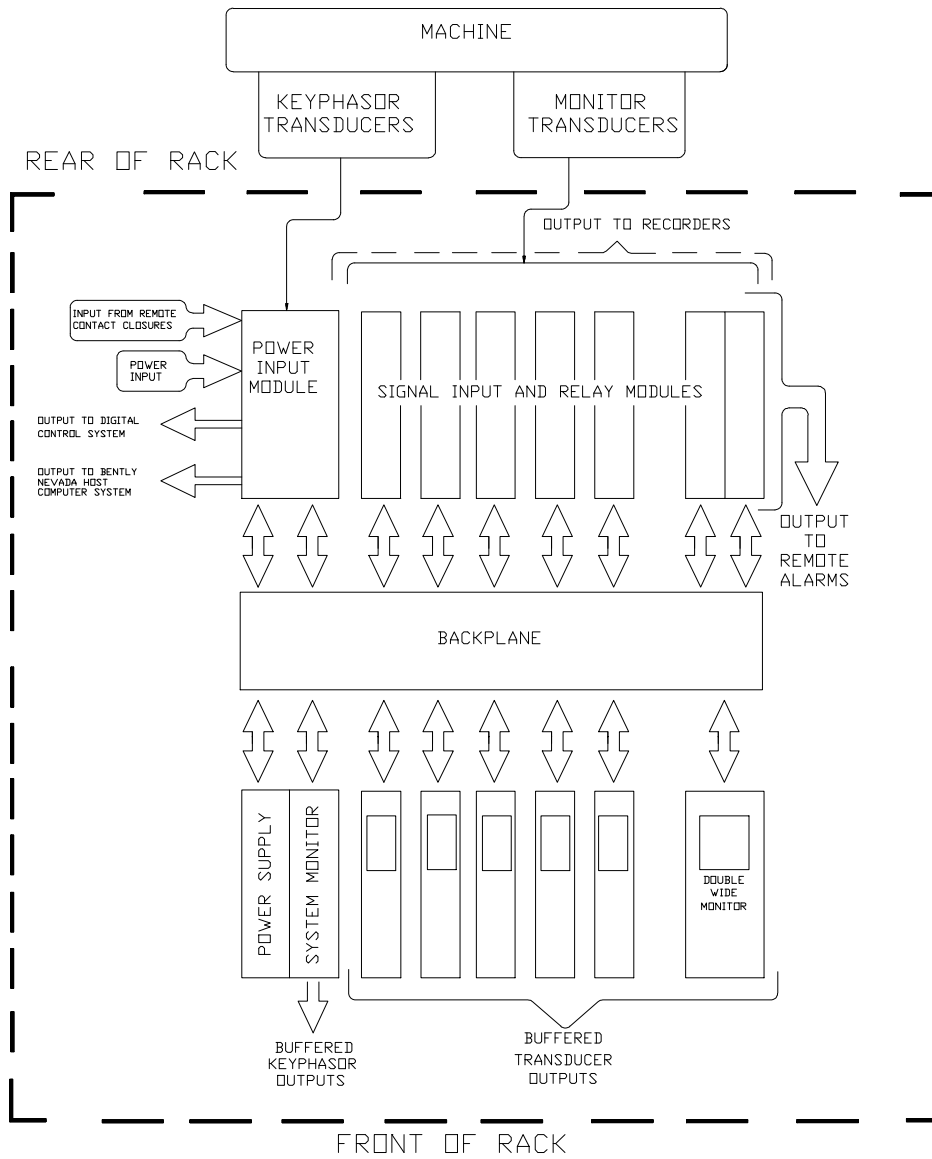
1. SYSTEM OVERVIEW



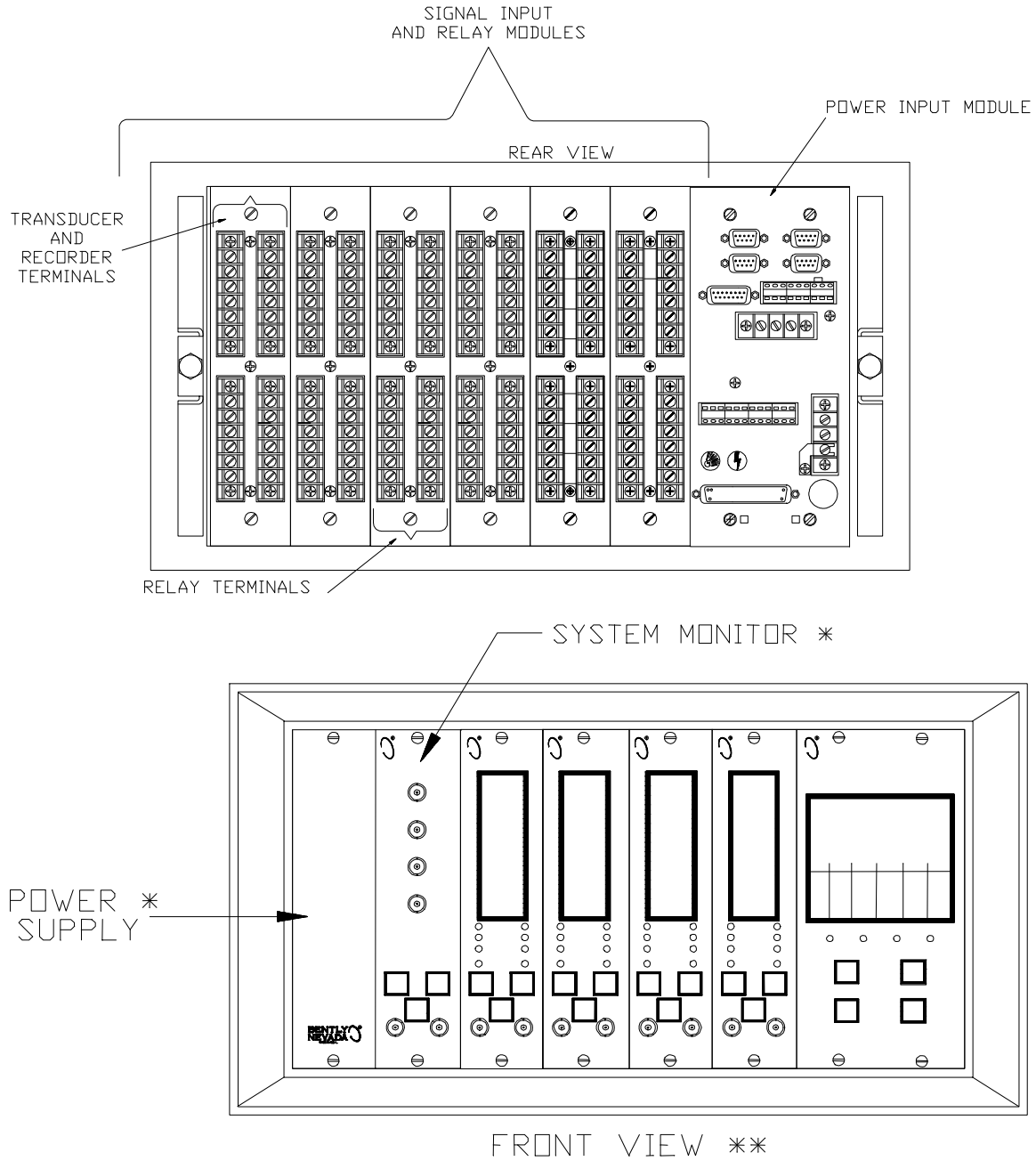
2. SYSTEM BLOCK DIAGRAM



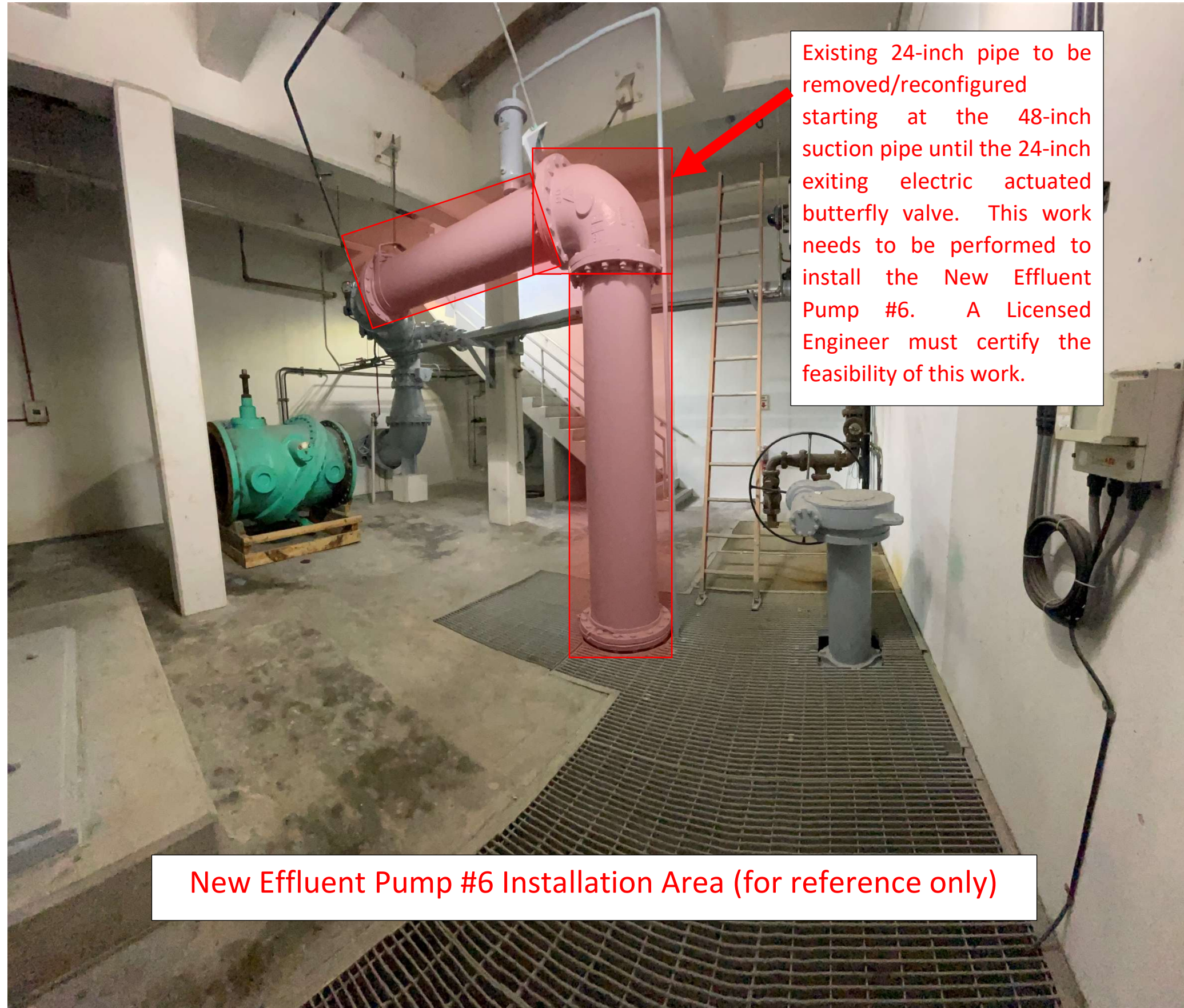
3. RACK



3300 System Overview Operation Manual



*Power Supply and System Monitor positions are permanent and non-interchangeable.
** Monitor positions in rack are interchangeable and determined by customer requirements.



Existing 24-inch pipe to be removed/reconfigured starting at the 48-inch suction pipe until the 24-inch exiting electric actuated butterfly valve. This work needs to be performed to install the New Effluent Pump #6. A Licensed Engineer must certify the feasibility of this work.

New Effluent Pump #6 Installation Area (for reference only)

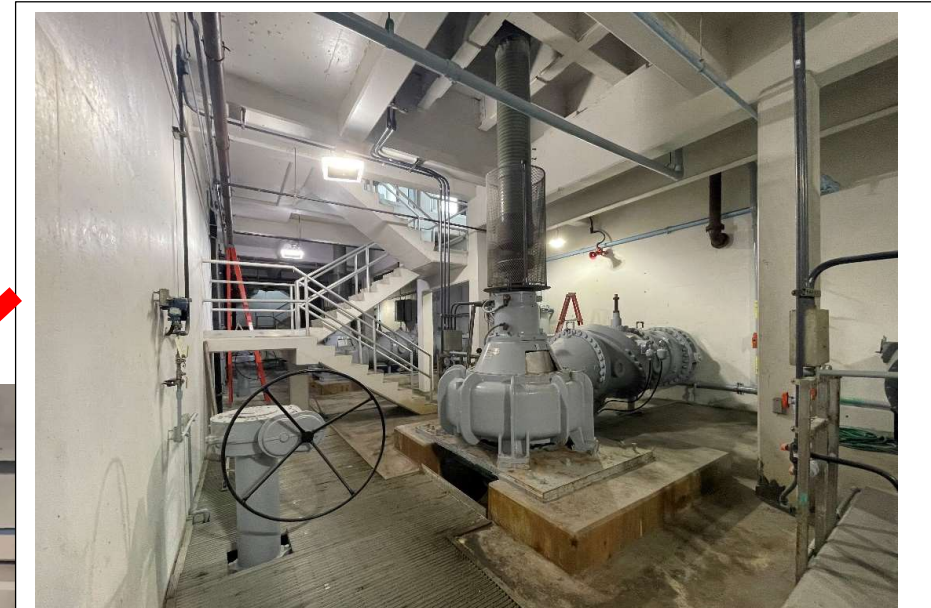
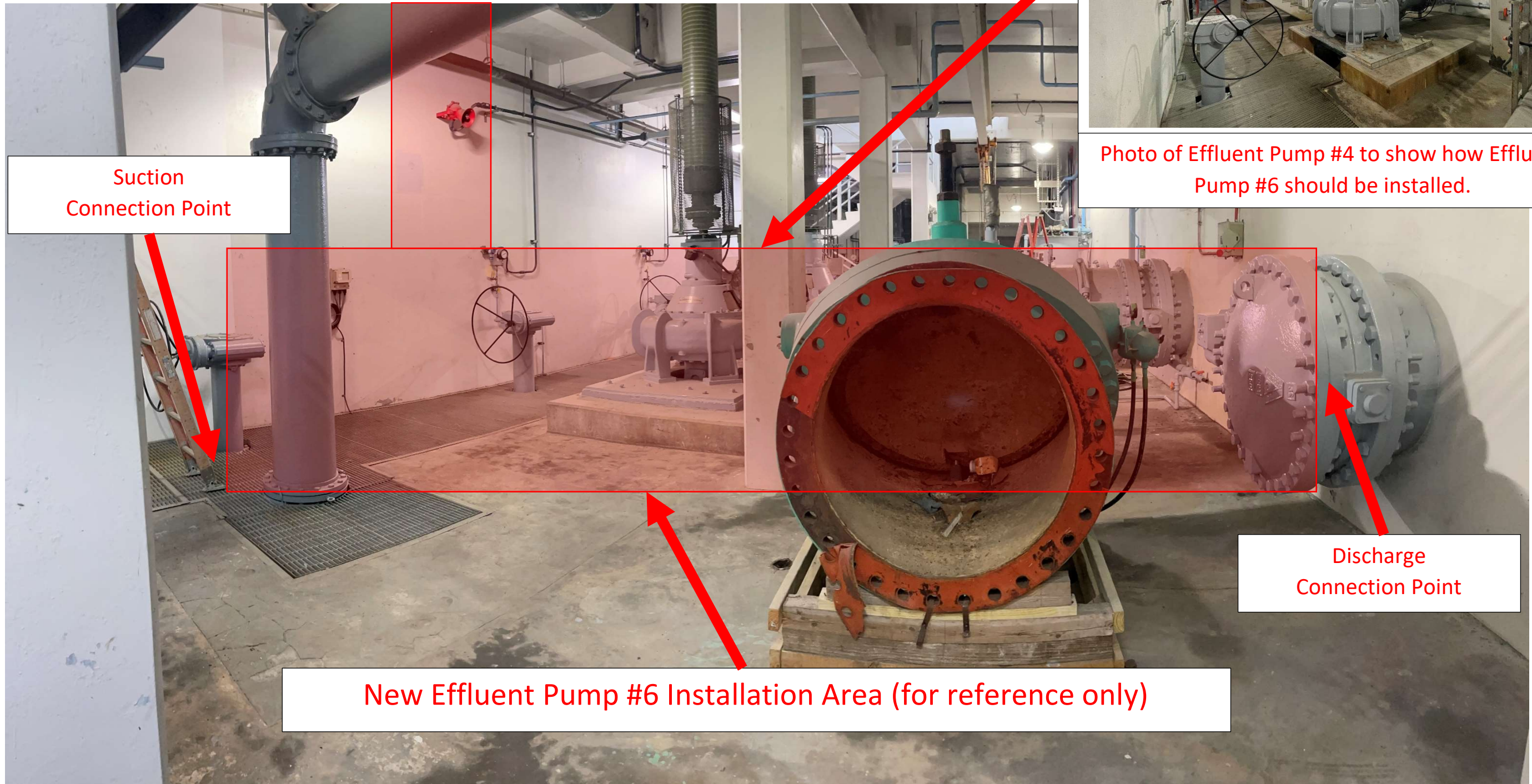


Photo of Effluent Pump #4 to show how Effluent Pump #6 should be installed.



Suction Connection Point

Discharge Connection Point

New Effluent Pump #6 Installation Area (for reference only)



New Effluent Pump #6 Electric Motor Installation
Area (for reference only)

CURRENT AC		PHASE 3		CYCLES 60		VOLTS 4160	
QTY 1	1750hp	FRAME 9606 P	SPEED 720	WEIGHT 20,700 lbs.	TYPE RVE14		

- Vertical Solid Shaft Motor
- “P” Base – High Thrust
- WPII Enclosure
- Form Wound
- 1.15 SF on Sine Wave / 1.0 SF on VFD
- Class “F” Insulation
- Everseal Insulation Treatment
- 3,300 Ft. Maximum Altitude
- 40°C Ambient Temperature
- Premium Efficiency
- Inverter Duty NEMA MG 1 Part 31 Variable Torque – 10:1 Speed Range
- 47.0” Base Diameter
- 13500 lbs Pricebook Thrust Value
- 600 lbs Customer Down Thrust
- “B” Rise @ 1.0 SF (Resistance on Sine Wave)
- Direct-On-Line Start
- Continuous Duty
- 100,000 Hours L-10 Bearing Life
- Counter Clockwise Rotation Facing Opposite Drive End
- Shaft Ground Ring
- Insulated Bearings – Both Brackets
- Screens – Stainless Steel
- 115 Volt Space Heaters
- Special Balance
- 120 Ω Bearing RTD – Pulley End
- 120 Ω Winding RTD’s
- Bently-Nevada 330400-01-00 Q-1 on Upper Bracket Std. Mounting Position
- Q-1 Accessory Outlet Box; One Box with Terminal Board

Adders:

Non-Witnessed Complete Initial Test

Non-Witnessed Vibration Test

Bearing Life Calculation

FOB Destination

Monitoring Systems

Carter & VerPlanck
 City of Fort Lauderdale
 G.T. Lohmeyer WWTP Effluent Pump Station Expansion
 Contractor: The Poole & Kent Co.

S 1662/3

*

The following materials will be furnished, comprising 5 monitoring systems.

Quantity	Item
5	3300/03-02-00 system monitors
5	3300/06-03-01-00-00 weatherproof housings with conduit fitting - 8 positions.
5	3300/05-23-00-00 instrument racks - 8 positions.
5	3300/12-01-20-00 AC power supply modules
5	3300/25-01-02-02-00-00 01-00 dual accelerometer monitors
5	330400-01-00 accelerometers each with 20 feet 16710-20 armored cable
5	3300/65-03-01-00-00-05-00 dual probe monitors
5	330525-00 Velomitors each with 7 meters armored cable 106765-07
5	330800-16-00-01-02 Proxpac probes with proximator and conduit entry.
10	3300/36-13-01-01-00-00 dual channel temperature modules. Full scale 0 - 200° C.
5	3300/35-13-02-01-00-00 6-channel RTD temperature monitors.

* 2 monitors for the
1250 HP Pumps.

* 3 monitors for the
1750 HP pumps.



CITY OF FORT LAUDERDALE
SECURED PLAN REQUEST FORM
For Architects, Engineers and Contractors or Governmental Agencies

Building Plans Custodian Obligations

Building Plans Custodian

- 1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility or other structure owned or operated by the City of Fort Lauderdale (City) are exempt from the Public Records law pursuant to FL Statute, Chapter 119.07(1) and s.24(a), Art. 1 of the State Constitution.
2. Anyone possessing such exempt records is a PLANS CUSTODIAN

Obtaining Building Plans

Those records defined in the Statute as exempt may be obtained from the City only by licensed Architects, Engineers or Contractors, as well as Governmental Agencies who are performing work on or related to a building or structure owned or operated by the City.

Reproduction and Redistribution

The entities or persons who receive exempt documents from the City shall maintain the exempt status of the information.

Plans Custodians

The Plans Custodian shall provide safeguards to protect the content of the records from unauthorized use or alteration and to maintain the exempt status of those records.

Penalty and Fine Related to Violating Public Records Law

Willfully and knowingly violating Public Records law is a first degree misdemeanor, punishable by penalties of up to one year in prison, a fine of up to \$1,000, or both.

Documents Requested

Building/Structure: _____

Location: _____ (City)

Solicitation Number: _____

View Only Copies will be made

Documents: (Please complete page 2)

Requester Information

Name: _____

Title: _____

Project Name: _____

Company Name: _____

Address: _____

License Held: _____

License Number: _____

Phone: _____

E-mail: _____

Signature: _____

Date: _____

As the authorized licensed Architect, Engineer, Contractor or Government Agency representative, I acknowledge the acceptance of the City of Fort Lauderdale Records listed herein. As the plan's custodian of these Records, I agree to the conditions and limitations outlined above. I understand that any unauthorized access or reproduction may be subject to criminal sanctions.

City of Fort Lauderdale
Public Works Engineering Division
100 N Andrews Avenue
Fort Lauderdale, Florida 33301
Fax: (954) 828-5074
Email: SecureBidDocs@fortlauderdale.gov

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View Only Copies will be made

Documents: (Please complete page 2)

Requester Information

Name: _____

Title: _____

Project Name: _____

Company Name: _____

Address: _____

License Held: _____

License Number: _____

Phone: _____

E-mail: _____

Signature: _____

Date: _____

As the authorized licensed Architect, Engineer, Contractor or Government Agency representative, I acknowledge the acceptance of the City of Fort Lauderdale Records listed herein. As the plan's custodian of these Records, I agree to the conditions and limitations outlined above. I understand that any unauthorized access or reproduction may be subject to criminal sanctions.

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Public Works Engineering Division
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Fort Lauderdale, Florida 33301
Fax: (954) 828-5074
Email: SecureBidDocs@fortlauderdale.gov

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Project Name: _____
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Address: _____
License Held: _____
License Number: _____
Phone: _____
E-mail: _____
Date: _____

Name: _____
Title: _____
Project Name: _____
Company Name: _____
Address: _____
License Held: _____
License Number: _____
Phone: _____
E-mail: _____
Date: _____

Name: _____
Title: _____
Project Name: _____
Company Name: _____
Address: _____
License Held: _____
License Number: _____
Phone: _____
E-mail: _____
Date: _____

Name: _____
Title: _____
Project Name: _____
Company Name: _____
Address: _____
License Held: _____
License Number: _____
Phone: _____
E-mail: _____
Date: _____

Name: _____
Title: _____
Project Name: _____
Company Name: _____
Address: _____
License Held: _____
License Number: _____
Phone: _____
E-mail: _____
Date: _____

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

Question and Answers for Bid #12575-916 - EFFLUENT PUMPS STANDBY GENERATORS & ADMINISTRATION BUILDING - G.T LOHMEYER WWTP

Overall Bid Questions

Question 1

What is the Engineer's Estimate for this project? (Submitted: Aug 30, 2021 10:27:55 AM EDT)

Answer

- This solicitation is a Request for Qualification (RFQ) for Design Services, there is no Engineer's Estimate. (Answered: Aug 31, 2021 10:28:23 AM EDT)

Question 2

Do you have an estimated start date for construction? (Submitted: Aug 30, 2021 3:44:45 PM EDT)

Answer

- Please refer to response for question 1. (Answered: Aug 31, 2021 10:28:23 AM EDT)

Question 3

Do you have a planholder's list? (Submitted: Aug 30, 2021 3:44:59 PM EDT)

Answer

- We do not have a planholder's list as yet. (Answered: Aug 31, 2021 10:28:23 AM EDT)

Question 4

Is this a requirement for designing services only or Generators? (Submitted: Sep 22, 2021 7:05:37 AM EDT)

Answer

- The requirement is for design services only. The selected Consultant will develop the Design Criteria Package for the project. The Design Criteria Package will be used to bid the project as Design-Build in a separate Request for Proposals (RFP). (Answered: Sep 22, 2021 12:27:56 PM EDT)

Question 5

Is Addendum 1 associated with this solicitation? (Submitted: Oct 13, 2021 2:06:38 PM EDT)

Answer

- No. The incorrect Addendum 1 was uploaded, the corrected addendum is now uploaded. (Answered: Oct 15, 2021 9:45:12 AM EDT)

Question 6

1. Can you please provide the CDM report/technical memorandum associated with this project?

2. While we understand that there have already been time extensions, we have just learned of this RFQ. Will you consider an additional 30-day time extension to allow for a thoughtful response to the complex project criteria? (Submitted: Oct 28, 2021 3:07:32 PM EDT)

Answer

- 1. There is no need to provide the report/technical memorandum. The RFQ scope of work has the information that Consultants need to provide the required qualifications proposals.

2. No additional time extensions will be considered. (Answered: Nov 3, 2021 9:52:36 AM EDT)

Question 7

Will the City please remove the qualification to self-certify that that the bidder is a State of Florida licensed general contractor? (Submitted: Nov 4, 2021 2:24:36 PM EDT)

Answer

- This Solicitation is for Design Services therefore there is no requirement on this solicitation for Proposers to be Licensed as a State of Florida General Contractor. (Answered: Nov 4, 2021 3:13:25 PM EDT)

Question 8

Please confirm submittal requirements will include acknowledgement of Addendum #1,2,3,5 & 6. (Submitted: Nov 4, 2021 2:59:18 PM EDT)

Answer

- Yes, acknowledgement of all Addenda issued for this solicitation will be required. (Answered: Nov 4, 2021 3:21:27 PM EDT)

Question 9

Will the City please confirm where the E-Verify Form can be found? (Submitted: Nov 4, 2021 3:01:17 PM EDT)

Answer

- E-Verify Form is now attached (Answered: Nov 4, 2021 3:22:11 PM EDT)