

CITY OF FORT LAUDERDALE
CONTRACT

ADVANCED METERING INFRASTRUCTURE SOLUTION CONSULTANT SERVICES

(12648-1026)

DESCRIPTION

BLACK & VEATCH CORPORATION

CONTRACTOR

\$237,138.00

AMOUNT

June 7, 2022

COMMISSION APPROVAL DATE

AGREEMENT

between

City of Fort Lauderdale

and

BLACK & VEATCH CORPORATION

for

**ADVANCED METERING INFRASTRUCTURE SOLUTION CONSULTANT
SERVICES**

RFQ No. 12648-1026

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ___day of _____, 2022,
by and between:

CITY OF FORT LAUDERDALE, a Florida
municipality, (hereinafter referred to as "CITY")

and

Black & Veatch Corporation, a Delaware corporation
authorized to transact business in the State of Florida
(hereinafter referred to as "CONSULTANT"),
collectively referred to as "Party" or "Parties"

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of June 7, 2022 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of software consulting and implementation services, RFQ No. 12648-1026, incorporated herein (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

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 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSULTANT: **Black & Veatch Corporation**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.8 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale, or his 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.
- 1.9 DEPARTMENT DIRECTOR: The Public Works Director for the City of Fort Lauderdale.
- 1.10 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.
- 1.11 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.12 OMISSION: A scope of work missed by 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.
- 1.13 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.14 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

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.

- 1.15 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.16 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.
- 1.17 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.18 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

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 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the CONSULTANT s' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: software consulting and implementation services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the

individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

- 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 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 CITY 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. 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 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.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by 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.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to

produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications # 12648-1026.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications # 12648-1026.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

- 6.3 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:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
 - 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order 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.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order 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) working 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) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. 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 CONSULTANT, as the original CONSULTANT.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial contract term shall commence upon final execution of the Agreement by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 7.3 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/documents for the Contract Administrator's review.
- 7.4 In the event CONSULTANT is unable to complete any 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. 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.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. 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 each Task Order 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. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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.

8.2 REIMBURSABLES

8.2.1 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 the CONSULTANT and the 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 particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the 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 in advance 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 the 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 (when CITY requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A

detailed statement of expenses must accompany any request for reimbursement. **Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.**

8.2.3 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's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 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.

8.4 METHOD OF PAYMENT

8.4.1 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.

- 8.4.2 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.
- 8.4.3 Payment are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 8.4.4 Payment will be made to CONSULTANT at:

Black & Veatch Corporation
11401 Lamar
Overland Park, KS 66211

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.1.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. 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 the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.
- 9.1.3 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. 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. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10

CONSULTANT'S RESPONSIBILITIES

- 10.1 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, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
 - CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project;
 - The CITY may approve an increase in the Estimated Cost of the Project;
 - The CITY may reject all bids or proposals and may authorize re-bidding;
 - The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;

- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Cost of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent 10% of the Estimated Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 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.
- 10.8 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 CONSULTANT.
- 10.9 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.
 - 10.9.1 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 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. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
 - 10.9.2 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 CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 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 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.

10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.

10.9.5 In executing this Agreement, 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.

10.9.6 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 9.3. 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 11 CITY'S RESPONSIBILITIES

11.1 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.

11.2 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.

- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 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 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

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), 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. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. 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.

12.2 TERMINATION

12.2.2 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 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 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 rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. 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 and all 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.

12.2.2 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.

12.2.2 Notice of termination shall be provided in accordance with Section 12.27, 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 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 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.

12.2.2 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.

12.3 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 and upon prior written notice 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.

12.4 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 Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, 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.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE 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 MBE/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.

12.6 PUBLIC ENTITY CRIMES ACT

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

12.7 SUBCONSULTANTS

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

12.7.2 CONSULTANT 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 the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

AECOM Technical Services, Inc.
Dickey Consulting Services, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

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 meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the 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.

12.9.3 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 12.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

12.10 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 \$1,000.00. 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 \$1,000.00 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 \$1,000.00, 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 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 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 CONSULTANT, 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 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 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 CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT 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 CONSULTANT 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 CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

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.

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.

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 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 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.

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 and Professional Liability.
- 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

The CONSULTANT 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 CONSULTANT's expense.

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.

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.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT 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, 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.

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

It is the CONSULTANT's responsibility to ensure that any and all of the CONSULTANT's independent CONSULTANTS 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 CONSULTANT.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties 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.

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

12.13 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.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its 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 any proposed new key staff. Contract 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.

12.15 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.

12.16 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.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or 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 subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 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 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.

12.19 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.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 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.

12.22 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.

12.23 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 1-12 of this Agreement shall prevail and be given effect.

12.24 JURISDICTION, VENUE, WAIVER, WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING**

OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT'S response to the solicitation and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT'S response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Public Works Director
 City of Fort Lauderdale
 100 N. Andrews Avenue, 4th Floor
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-8000

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

 City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5037

CONSULTANT: Tom Bohrer
 Black & Veatch Corporation
 11401 Lamar

Overland Park, KS 66211
Telephone (330) 808-0986
Email: BohrerT@bv.com

12.28 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.

12.29 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.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 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. All such contract adjustments must be made within one (1) year following the end of the contract.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of 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.

12.34 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.

12.35 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The CITY may terminate this Agreement at the City's option if the Contractor is found to have submitted

a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

12.36 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH 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 (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, 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.

12.37 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.

12.38 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.

12.39 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.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity,

gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, (“Section 2-187”).
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-Verify:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2021), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this section DD. in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

[THIS SPACE WAS 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, a Florida municipal corporation

By: 
CHRISTOPHER J LAGERBLOOM
City Manager

Date: 7/8/22

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: 
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

Black & Veatch Corporation, a Delaware corporation authorized to transact business in the State of Florida

Dustin Mobley

Dustin Mobley
Print Name

By: [Signature]
Mario Azar Rafael E. TRIVIS, III, PE
Chief Executive Officer ASSOCIATE VICE PRESIDENT

Mark E. Martin

Mark E. Martin
Print Name



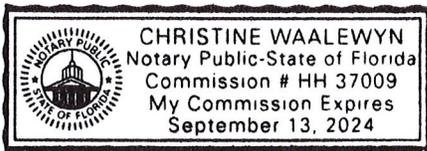
(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Orange :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of June, 2022, by Mario Azar as Chief Executive Officer for Black & Veatch Corporation, a Delaware corporation authorized to transact business in the State of Florida. Rafael Trivis, III, PE

Area Vice President



Christine Waalewyn
(Signature of Notary Public - HH 37009) CA Florida

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

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A SCOPE OF SERVICES

1. Background

The City of Fort Lauderdale's Water Utility Division owns and operates approximately 64,000 potable water meters ranging from 5/8" to 16" in diameter. On an annual basis, the City bills for approximately 34 million gallons per day (MGD). Currently, all meters are manually read by the City's contracted vendor. The City is seeking a Consultant to develop a Request for Proposals (RFP) for a citywide Advanced Metering Infrastructure (AMI) solution for the City's water utility. The Consultant must have demonstrable experience in designing and preparing detailed AMI specifications with measurable performance criteria; be able to evaluate the RFP response and recommend an appropriate vendor to install the AMI solution citywide.

The City recognizes the value an AMI system can bring to its large customer base and desires to incorporate the latest advances with AMI to enhance its water utility customer experience to include online engagement with their water consumption, activity, and billing. Priorities for the consideration of AMI systems include but are not limited to:

1. Reducing lost (unbilled) water;
2. Enabling improved customer engagement with water usage and tracking;
3. Integrating AMI software with the City's Cayenta billing system and information system;
4. Including two-way communication to the meter providing real-time reading and alerts of water usage unusual flow patterns, and other issues, allowing staff and customers to better diagnosis leaks and other problems;
5. Securing a proven system with at least 10-year's market presence with system installations of 15,000 customers or more;
6. Optimizing life cycle costs and revenue generation of the entire AMI system and associated operations over useful life of the system;
7. Minimizing any service and billing disruptions;
8. Utilizing open-source solutions to allow flexibility in future system changes and compatibility with multiple meter manufacturers and software tools;
9. Ensuring that the AMI system is designed to withstand the environmental impacts associated with climate change in South Florida;
10. Proven battery and electronic components longevity of at least 10 years with no battery change;
11. Developing specifications and performance criteria for all aspects of the AMI system including meters, communications network, and software tools; and
12. Ensuring that the AMI deployment is fully integrated into the City's Asset Management System.
13. Assisting the City in understanding the latest technology with AMI systems, including

metering technology, data transmission, opportunities to “right-size” meters for optimal water usage capture and accuracy, customer engagement software, back-office operations, and integration with billing systems.

14. Ensuring proposed equipment and technology meets the unique needs of the South Florida climate and environment
15. The Consultant shall produce an RFP to encompass the purchase of all needed water meters, associated hardware, communications equipment, software, and any other items and the services needed to install and activate all hardware and software to ensure a successful transition to AMI, delivering a full and completely operational system. The Consultant shall work with the City to develop a rating system to evaluate vendor proposals and shall assist the City in reviewing proposals. The Consultant shall advise the City on additional internal resources needed to ensure successful implementation of an AMI program.

2. Objective

The City of Fort Lauderdale is soliciting Professional Consulting Services to assist with the AMI Procurement Process. The Project will include development of an AMI Meter Infrastructure Request for Proposals (RFP) including the development of evaluation criteria, detailed review of all proposals, participation in vendor interviews, propagation studies and technology evaluation for data communications, recommendations for scoring for all vendors based on developed evaluation criteria, assistance with vendor negotiations, developing implementation plan and acting as the owner’s representative in the implementation phase.

3. Scope of Service Tasks

Task 1 – Project Management

The Consultant shall provide lead technical direction and oversight for the procurement of a Citywide AMI system. The Consultant shall use its experience to guide the City in establishing key specifications, criteria, deliverables and project goals and provide leadership to ensure the AMI Project execution provides the necessary deliverables as defined in this scope and meets budget, schedule, and quality goals established.

Project Management. Designate Consultant Project Manager. Assign and supervise project staff, prepare and monitor work schedule and budgets, actively communicate with the City’s project team on upcoming AMI project activities, provide contract administration, and prepare monthly invoices. Internal technical direction and project planning activities are included in this task. Consultant shall maintain frequent communication with the City’s Project Manager.

Develop and Maintain Project SharePoint Site. The Consultant shall create a project SharePoint site with the City that shall be managed by the Consultant’s Project Manager or designee. The project site shall contain project schedule/milestones, action items list, status updates, project-related documents, deliverables, and team contact information. The site shall be customized to meet the needs of the project and should take the place of a static Project Management Plan.

Task 2 – Data Reconnaissance

Acquire and review relevant reports and data about City's current meter system. At a minimum, the following items shall be reviewed:

- Utility Master Plan
- City Meter Replacement Procedures
- Current Meter Reading Standard Operating Procedures (SOPs)
- Stakeholder interviews including at a minimum staff from Utilities, Information Technology, Procurement and Finance – Utility Billing
- Relevant City water utility data including but not limited to numbers and types of accounts and numbers and type of meters

Deliverable – Concept paper with outline of RFP and City priorities for an AMI system

Task 3 – Meetings

Task activities include meeting scheduling and coordination, preparing and submitting meeting agendas at least 24-hours in advance of meetings, preparing presentations (as necessary), facilitating meetings, and preparing and distributing meeting minutes. All meeting documentation shall be shared through and posted on the project SharePoint site. At a minimum, the following meetings are required:

- Monthly Project management progress meetings;
- Workshop: Kick-off/RFP Development;
- Workshop: State of the Art AMI;
- Workshop: Evaluation Criteria Development;
- Workshop: RFP Finalization;
- Meeting: Pre-bid;
- Meeting: Proposal Scoring and Ranking;
- Meeting: Finalist Vendor Presentations;
- Workshop: Review of finalist proposals;
- Two (2) Meetings: Vendor Negotiations.

Deliverables: **Vendor** shall provide the City's Project Manager an Agenda in advance of each meeting and meeting minutes within 2 business days after each meeting.

Task 4 – Develop Evaluation Criteria

- Develop evaluation criteria that will be used to evaluate the vendor proposals and cost estimates based on City priorities identified in this process;
- Conduct workshop with City staff to review proposed evaluation criteria; and
- Coordinate with procurement to ensure that criteria comply with City policies.

Deliverable: Evaluation Matrix

Task 5 – Prepare RFP Scope of Work

- Assist the City in understanding the latest technology with AMI systems, including metering technology, data transmission, unique needs of the South Florida climate and environment and its impacts to meeting infrastructure, opportunities to “right-size” meters for optimal water usage capture and accuracy, customer engagement software, back-office operations, and integration with billing systems. This knowledge should provide a focus of one of the workshops in Task 3 and should inform the development of the RFP as well as the scope of work.
- The Consultant shall meet with staff through workshops listed in Task 2 to identify City’s priorities and performance requirements for an AMI system. The RFP will be coordinated with City Procurement staff to ensure that procurement is consistent with City requirements and policies.
- The Consultant shall develop an RFP, integrating City procurement standards, with performance-based specifications that will include, but are not limited to: system components and system performance, communication network, data communication backhaul, installation and activation of meters, communications network and software, meter data management system, a customer portal, integration with billing software, interfaces and integration support, project controls, life-cycle costs of entire AMI system, performance metrics for system, liquidated damages, system training, vendor support, meter replacement, system installation, purchase option to reduce sales tax burden, customer communications and warranties.
- The Consultant shall ensure that the RFP should be developed and ready to advertise within sixty (60) calendar days after the Notice to Proceed is issued to the Consultant.

Deliverables: Draft RFP and Final RFP Scope of Work.

Task 6 – Evaluate Vendor Proposals

The Consultant will serve as a technical advisor to the Evaluation Team. Responsibilities include:

- Conduct a detailed review of each proposal and cost estimate submitted clearly documenting each proposal alignment with the City AMI requirements;
- Respond to any technical questions that the Evaluation Team may have;
- Attend evaluation and scoring meetings with Evaluation Team;

Deliverable: Attend evaluation and scoring sessions to provide technical advice to the Evaluation Team.

Task 7 – Vendor Negotiations

- Assist City with vendor negotiations including, but not limited to,: system performance terms, technical proposal, long-term life-cycle cost analysis, price proposal, implementation schedule, and contract requirements/conditions. Assume two (2) meetings for this effort.

Task 8 – Implementation / Owner’s Rep (Contingent on future funding approval)

The Consultant shall serve as the Owner’s Representative on behalf of the City. This includes the development of an implementation plan and oversight of the complete AMI implementation. The Consultant shall ensure that the AMI system is properly and fully operational to the satisfaction of the City. The Consultant shall be a pro-active partner ensuring that the selected vendor (awarded from the resultant RFP) complies with all specifications, tasks, and delivers all deliverables listed in the resultant RFP.

The implementation plan shall address issues including, but not limited to:

- Managing the implementation of a complete AMI system, with steps post bid,
- Vendor task structure,
- Software coordination,
- Back-office meter swap out and system alignment,
- “Right-sizing” of water meters to customer usage history,
- Identification of internal staffing and other resources needed to support a successful AMI system,
- Field trouble resolution,
- Quality Assurance/Quality Control inspections,
- Public education and outreach,
- Final system operations and vendor training.

Deliverable: AMI Implementation Plan, Progress Reports and Meetings.

**EXHIBIT B
HOURLY RATE BILLING SCHEDULE**

Labor Category		AMI Program Lead		Senior Technical Specialist		Technical Specialist		Sr Project Manager		Business Analyst		Technologist		
Percent Utilization		75%		25%		25%		10%		50%		25%		
Labor Rate (Hourly)		\$ 267.00		\$ 267.00		\$ 260.00		\$ 235.00		\$ 180.00		\$ 175.00		
Task No.	Task Title	Hrs	Subtotal (\$)	Hrs	Subtotal (\$)	Hrs	Subtotal (\$)	Hrs	Subtotal (\$)	Hrs	Subtotal (\$)	Hrs	Subtotal (\$)	Task Total (\$)
1	PROGRAM AND PROJECT MANAGEMENT	0	\$ -	0	\$ -	0	\$ -	56	\$ 13,160.00	40	\$ 7,200.00	0	\$ -	\$ 20,360.00
3	DATA RECONNAISSANCE	80	\$ 21,360.00	8	\$ 2,136.00	4	\$ 1,040.00	0	\$ -	80	\$ 14,400.00	12	\$ 2,100.00	\$ 41,036.00
2	STRATEGY & ROADMAP (IF DESIRED)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
4	DEVELOP SYSTEMS SPECIFICATIONS	124	\$ 33,108.00	24	\$ 6,408.00	16	\$ 4,160.00	0	\$ -	60	\$ 10,800.00	12	\$ 2,100.00	\$ 56,576.00
5	PREPARING RFP SCOPE OF WORK	124	\$ 33,108.00	0	\$ -	0	\$ -	0	\$ -	80	\$ 14,400.00	0	\$ -	\$ 47,508.00
6	EVALUATE VENDOR PROPOSALS	124	\$ 33,108.00	0	\$ -	0	\$ -	0	\$ -	100	\$ 18,000.00	0	\$ -	\$ 51,108.00
7	VENDOR NEGOTIATION AND CONTRACTING	50	\$ 13,350.00	0	\$ -	0	\$ -	0	\$ -	40	\$ 7,200.00	0	\$ -	\$ 20,550.00
Totals:		502	\$ 134,034.00	32	\$ 8,544.00	20	\$ 5,200.00	56	\$ 13,160.00	400	\$ 72,000.00	24	\$ 4,200.00	\$ 237,138.00

Estimated Expenses	\$ -
Grand Total	\$ 237,138.00



CITY OF FORT LAUDERDALE

Advanced Metering Infrastructure (AMI) Consultant Services

RFP 12648-1026 | March 30, 2022



BLACK & VEATCH

March 30, 2022

City of Fort Lauderdale

Eric Martinez
Senior Procurement Specialist
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301

RE: RFQ # 12648-1026 Advanced Metering Infrastructure (AMI) Consultant Services

Dear Mr. Martinez:

Black & Veatch Corporation (Black & Veatch) is pleased to submit this proposal to the City of Fort Lauderdale to recommend a path forward with your AMI system by developing an RF for a citywide AMI solution; helping the City select the most beneficial technology; assisting during contract negotiations on the best interests of the City; and ensuring successful implementation of the selected AMI system. An AMI system will be your critical connection with your customers for years to come and the critical hub for your smart water initiatives.

We are uniquely positioned to carry out the analysis outlined in our response to your RFQ. As a leading provider of water utility engineering and consulting around AMI, non-revenue water, and water quality, Black & Veatch provides the City with the widest range of subject matter experts and experience to this project.

A Platform For Customer Transparency, Increased Efficiency, And Reduced Costs

This project will provide transparency to your customers, provide more accurate/real-time billing data, increase operational efficiency through automation, facilitate proactive operations and maintenance, and ultimately reduce costs while increasing revenues for actual water usage.

Black & Veatch creates strategies for Utilities to achieve those goals and more. Our experience in AMI systems, Identifying the right components for your specific area/utility needs, and creating a plan to maximize value is the Black & Veatch difference.

Identifying and planning for the future benefits and capabilities in AMI requires experience, vision, knowledge of the industry direction, and understanding how to implement these future use cases. The success of the modern smart water utility relies on combining a high level of data analytics and digitalization with a greater diversity of infrastructure assets that must be actively managed. We will help the City in becoming a Smart Water Utility during this process by developing a Smart Water Roadmap that will identify and help plan for the continued integration of advanced metering, monitoring and diagnostic systems, and other infrastructure to provide the City with economic and reliability benefits.

Our proposed team to develop City of Fort Lauderdale's Next-Gen AMI Roadmap consists of industry-leading Black & Veatch consultants from several specialized practice areas, including:

- AMI, smart water technologies, Meter Data Management (MDM)
- CIS, customer engagement, billing operations
- Non-Revenue Water, Pressure and Leak Detection, Water Quality
- Advanced data analytics
- Network topologies
- RF analysis
- Cyber security

Rounding out the Black & Veatch team, Dickey Consulting brings local expertise in Stakeholder Engagement and Customer Outreach, and AECOM provides AMI advisory support, project management and controls expertise, as well as additional resources to support Black & Veatch during the implementation phase.

The City of Fort Lauderdale will have access to Black & Veatch's successful track record with the development and implementation of AMI programs.

The foundation of our proposed methodology is based on gathering the project's objectives from all the stakeholders, educating on the current AMI and water loss technologies, and providing detailed specifications. We will leverage our team's knowledge of AMI programs and processes. Our track record delivers high-quality AMI services to develop a holistic, high-value solution for the benefit of the City and its customers.

A critical aspect to delivering successful water system AMI, which is often overlooked, is selecting a firm with both AMI experience and a depth of experience managing and delivering projects for water utilities. This is a transformative investment by the City of Fort Lauderdale, and we understand how to manage all of the processes and not overlook the details. It is essential to know how to effectively collaborate with the City's staff and understand their expectations. All of this is critical to have confidence in your data for billing and display it to your customers.

We look forward to discussing how our partnership with the will provide you with focused, thoughtful, and professional advice to help you best meet your strategic objectives. Should you have questions with our response, please do not hesitate to contact our Project Manager, Mr. Tom Bohrer, at +1 330-808-0986; or by email at BohrerT@bv.com, or me at +1 954-465-6872; or by email at FriasRE@BV.com.

Very truly yours,



Rafael E. Frias III, P.E.
Associate Vice President
Black & Veatch Corporation



CERTIFICATE OF OFFICER

I, Andrea C. Bemica, the Assistant Secretary of BLACK & VEATCH CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, certify that the following is a true excerpt of the by-laws of the Corporation and that said by-laws have not been rescinded or modified, and is still in full force and effect.

RESOLVED, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, power of attorney, or other instrument in writing and any assignment or endorsements thereof, or guarantee of any other entity's performance under any such executed document, entered into between this corporation and any other person or company shall be valid and binding on this corporation, when signed by either the Chairman of the Board, the President or any Vice President, and, if attestation is required, by either the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or any Assistant Treasurer of this corporation. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board.

I further certify that the individual named below is an officer of the company holding the titles indicated and have signature authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts and other instruments or documents by and on behalf of the Company.

Rafael E. Frias, Associate Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of BLACK & VEATCH CORPORATION this 1st day of March 2022.



Andrea C. Bemica

Andrea C. Bemica
Assistant Secretary



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFQ NO. 12648-1026
Advanced Metering Infrastructure (AMI) Consultant Services

ADDENDUM NO. 1

ISSUED: March 8, 2022

This Addendum is being issued to revise the Minimum Qualifications in Section 2.8 of the solicitation. It is hereby made a part of the Request for Qualifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

A) Section 2.8.5 - Minimum Qualifications is revised as follows:

Proposers shall submit evidence that the technical members of the Project Team are appropriately licensed Engineers (any state).

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: Black & Veatch Corporation
(Please print)

Bidder's Signature: 

Date: March 8, 2022



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFQ NO. 12648-1026
Advanced Metering Infrastructure (AMI) Consultant Services

ADDENDUM NO. 2

ISSUED: March 29, 2022

This Addendum is being issued to revise the Microsoft Teams Link and to add a call-in phone number.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

A) Section 1.3 “Electronic Bid Openings” is revised as follows:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 954-686-7296,425398140#](tel:+19546867296425398140) United States, Fort Lauderdale

Phone Conference ID: 425 398 140#

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: Black & Veatch Corporation
(Please print)

Bidder's Signature:  _____

Date: March 29, 2022



Table of Contents

EXECUTIVE SUMMARY.....	1
FIRM QUALIFICATIONS AND EXPERIENCE	4
QUALIFICATIONS OF THE PROJECT TEAM	9
APPROACH TO SCOPE OF WORK.....	28
REFERENCES.....	47
MINORITY/WOMEN (M/WBE) PARTICIPATION	51
SUB-CONSULTANTS	53
REQUIRED FORMS	55

Executive Summary

FIRM BACKGROUND

Black & Veatch Corporation (Black & Veatch) has been providing continuous service to Florida clients since 1957. We are a leading global engineering, construction, and consulting company specializing in infrastructure development in water, energy, and telecommunications. Our mission of Building a World of Difference[®] through innovation in sustainable infrastructure makes us one of the world's largest and most diversified engineering firms. Founded in 1915, our employee-owned company has over 8,000 professionals working in more than 100 offices worldwide with projects in 70 countries on six continents.

Our clients benefit from our unique pedigree of highly respected water business professionals that work across all water sectors. Black & Veatch Consulting is a core business service, and we are thought leaders in Water Technologies and the impact on utilities.

The Black & Veatch professionals include experienced industry executives, senior analysts, and technology experts from across the water and technology industries. Our Advanced Metering Infrastructure (AMI) practice includes a team of individuals that comprise hands-on expertise in the entire life-cycle of AMI, starting with 1) strategy and business planning, 2) procurement of AMI, 3) implementation services of project management, networking/communications infrastructure expertise, public relations and customer communications, cybersecurity and compliance,



The City of Fort Lauderdale will benefit through our Team's practical and adaptive approach by utilizing our vast industry experience and ability to listen to the needs of the utility to create a successful AMI program, from RFP Creation all the way through the 20 year lifecycle.

OVERVIEW

LEGAL NAME
Black & Veatch Corporation

BUSINESS ENTITY
Corporation

FOUNDED **1915**

BROWARD COUNTY OFFICE
3111 North University Drive
Suite 700
Coral Springs, FL 33065

POINT OF CONTACT
 Rafael Frias, III, PE
 +1 954-564-6872
 FriasRE@bv.com

300+ 

PROFESSIONALS IN FLORIDA

7 OFFICES IN FLORIDA

- CORAL SPRINGS
- CORAL GABLES
- LAKE WORTH
- FORT MYERS
- ORLANDO
- TAMPA
- JACKSONVILLE

LACK & VEATCH EADQUARTERS
11401 Lamar Avenue
Overland Park, KS 66211

meter/network deployment troubleshooting, process and organizational change management with an emphasis on AMI transformation.

A BROWARD-COUNTY BASED, PROJECT TEAM

The City of Fort Lauderdale will have both national experts and access to a local project Team with proven experience delivering AMI Consulting projects. Our Team is comprised of the following firms located in Broward County.



Prime firm with expertise in Management Consulting in the AMI, Non-Revenue Water, and other technologies, supporting utilities procure for these services and ensuring successful implementation.



Subconsultant with expertise supporting meter and system automation, improving utility operations, customer services, and project management and controls.



A locally headquartered, M/WBE firm that specializes in public relations and outreach, as well as construction administration.

Our Team will work closely with the City and other stakeholders to meet the project’s goals in a successful and timely manner. We are committed to providing responsive service by offering a local project manager and core project Team members that will be fully accessible to your staff. We will lead this contract out of the local Black & Veatch office and assign resources and subcontractors that combine both national expertise and local resources.

As required, additional nearby expertise and support will be provided from our additional Florida offices. We will provide specific technical expertise from other offices of our firm, as needed, to bring the best and latest concepts and technologies to the city of Ft. Lauderdale. **The City will benefit from Black & Veatch’s local and national water technology experts by providing thought leadership and successfully developing the AMI program from requirement gathering through deployment.**

During the past seven decades, Black & Veatch has grown to include seven locations throughout the state, serving more than 60 public and private sector clients in South, Central, and North Florida. Black & Veatch has more than 100 professional engineers registered in the State of Florida who are backed by more than 200 additional engineers, scientists, technicians, and support staff and Black & Veatch’s 100+ years of experience successfully completing projects.

BLACK & VEATCH FLORIDA OFFICE LOCATIONS

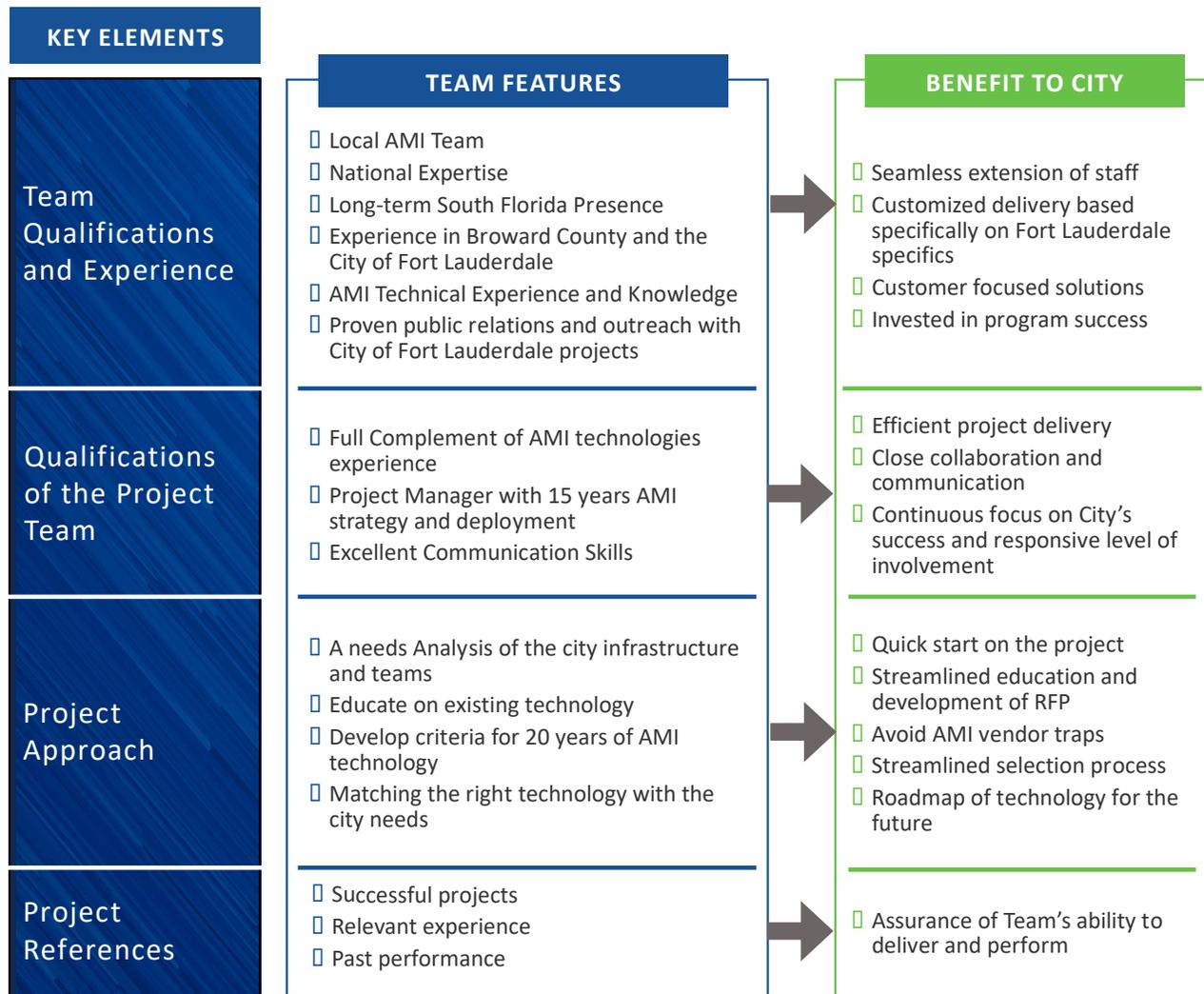


Project Leadership

With a reputation for providing innovative solutions and turning obstacles into opportunities, we offer a highly skilled Team of professionals to work with City staff on this AMI Consultant project. We offer the following Project Champions with a balance of expertise and local talent.

Key Elements of this Proposal

Black & Veatch stands ready to provide the following benefits to the City of Fort Lauderdale to make the AMI RFP Process and Deployment a success.



Firm Qualifications and Experience



LEGAL FIRM NAME
Black & Veatch Corporation

BUSINESS STRUCTURE Corporation

BROWARD COUNTY OFFICE
3111 North University Drive, Suite 700
Coral Springs, FL 33065
Phone: +1 954-465-6872
Fax: +1 754-229-3045

FIRM FOUNDED 1915
YEAR WORK BEGAN IN FLORIDA 1957
FIRM YEARS EXPERIENCE 106
FLORIDA LICENSES
B&V Business Certificate F98000006965
B&V Engineering License 8123
B&V General Contractor’s License
F96000006223

WEBSITE www.bv.com

POINT OF CONTACT
Rafael Frias, III, PE
P: +1 954-465-6872 | E: FriasRE@bv.com
** Located in our Broward County office.*

RELATIVE SIZE OF THE FIRM

Licensed Engineers:	1,288
Technical Support Staff:	6,194
Administrative Staff:	1,280
Licensed Architects:	38

Your AMI Team, experienced at every level from cradle to grave.

The Black & Veatch team is experienced in all aspects of AMI business case development and program implementation; our team will leverage our extensive experience and success to deliver the evaluations you seek. Since 1915, Black & Veatch has helped our clients improve the lives of people in more than 100 countries through consulting, engineering, construction, operations, and program management. Our workforce includes more than 8,500 professionals working on projects across major infrastructure markets.

Your AMI Project has specific requirements, and the solution selected should exceed the needs of both the utility and its customers. The solution selected should enhance the customer experience, improve planning capabilities, improve asset performance, reduce system losses, reduce bad debt costs, and improve business and billing processes.

We have a long history of working with clients similar to the City of Fort Lauderdale Public Works Department. This will make the AMI project a seamless extension of your staff. As an example, our team recently completed an RFP development for the City of Hollywood.

Our projects are scaled to meet your timeframe, utilizing our vast resources and knowledge to streamline, while educating

the City and providing the structure necessary to develop the RFP. A Black & Veatch RFP is **customized for the City, meets, or exceeds all goals, and educates the city so that they can own the results**. This ensures overall project success.



The City will have access to a Project Manager with 26 years of experience in the AMI industry, supporting utilities with the entire lifecycle of AMI solutions, from the development of AMI technology strategy and subsequent RFPs, to vendor selection, contract negotiations, technology deployment and implementation, as well as serving as Owner’s Representative during implementation. Tom will serve as an extension of the City’s staff to ensure the City procures and implement the best AMI solution for the City’s water utility.

The City will ensure successful AMI technology identification; vendor procurement and selection; and AMI solution implementation by having access to an AMI Project Manager with expertise and proven experience implementing AMI systems for utilities of similar size as the City of Fort Lauderdale’s water utility.

Tom provides the City with the following expertise:

- AMI system strategy development
- Vendor RFP development, proposals evaluation, vendor selection, and contract negotiation for utilities like the New York Department of Environmental Protection
- Installation of AMI pilot systems
- Evaluation and implementation of Smart Utility technologies, such as pressure monitoring, acoustic leak detection, non-revenue water reduction, and Smart Sewer covers
- Deployment of AMI systems ranging from 16,000 to 350,000 connections
- AMI system monitoring after implementation
- Owner’s Advisory and Representative support during the entire AMI system lifecycle

As Lead Project Manager, Tom will lead all aspects of the project execution and bring years of AMI subject matter expertise. He will be the main interface to the Ft Lauderdale project team and direct all efforts provided by the Black & Veatch team.

Tom is a focused, and solution-driven Senior Executive with over 14 years of progressive experience in the water industry with specialized expertise in Advanced Metering Infrastructure (AMI) technologies and smart infrastructure. Below are a select few that Tom has worked on throughout his career.

Sugar Land, TX; 2021- current

AMI Case Study, RFP and Implementation Services

Mr. Bohrer is leading the city of Sugar Land, TX AMI project which is currently in the AMI Vendor selection Process. He is serving as the engagement lead – developing the RFP, Vendor Selection, Contract Negotiations and System Monitoring. The project will include the installation of over 40,000 AMI modules, 15,000 new water meters and include both the network and software as a service.



PROJECT TEAM MEMBERS

Tom Bohrer

CLIENT REFERENCE

Brian Butscher

Director of Public Works

+1 281-275-2780

bbutscher@sugarlandtx.gov

Houston, TX; 2016-2021

AMI, Smart Water, Non-Revenue Water

Mr. Bohrer served as Account Manager and Consultant for the City of Houston and successfully installed a pilot system of AMI, pressure monitoring, leak detection, and Smart Sewer covers. Mr. Bohrer's work led to the development of a system-wide pressure monitoring plan. As of 2021, the City has begun to implement its first installations.



PROJECT TEAM MEMBERS

Tom Bohrer

CLIENT REFERENCE

Andrew Molly

Director Drinking Water

Operations

+1 832-395-3785

Andrew.Molly@houstontx.gov

San Francisco, CA; 2008-2021

AMI Lifecycle, Leak Detection and Pressure Monitoring



Mr. Bohrer served as the lead Project and Account Manager for multiple water products, including 180,000 AMI Modules and a wireless pressure monitoring project. During the deployment phase, many water meter issues were diagnosed and found. Mr. Bohrer created the Network diagram for the infrastructure necessary to get over 99% of all reads in a challenging RF/topography area. Not only did the network excel, but it also allowed them to future proof for future technologies

PROJECT TEAM MEMBERS

Tom Bohrer

CLIENT REFERENCE

Heather Pohl
Manager Business Services
& Innovation
+1 415-550-4934
HPohl@sfwater.org

DC Water, D.C. 2008-2017

AMI Complete Lifecycle and Water Software



Mr. Bohrer served DC Water in multiple capacities as Project Manager, Account Manager, and System Analyst. During the multiple-year engagement, Mr. Bohrer, Redesigned and optimized the entire AMI network for efficiency. Working with the stringent Washington D.C. RF guidelines and noise profile to create a redundant collector system. Furthermore, Mr. Bohrer Analyzed a failing AMI network and created and implemented a plan to improve reception rates. After successful completion of the project, the city contracted to replace a 15 year old AMI System.

PROJECT TEAM MEMBERS

Tom Bohrer

CLIENT REFERENCE

Charles Kiely
Assistant General Manager
DC Water (retired)
Ckiely527@gmail.com

Redmond, OR; 2008 - 2021

AMI Lifecycle, Non-Revenue Water Technologies



Mr. Bohrer served as the lead Account Manager for multiple water products, including 16,000 AMI Modules, a wireless pressure sensor network to reduce non-revenue water, and an acoustic leak detection product. The City has followed Mr. Bohrer from 2 companies due largely to his technical ability to troubleshoot and solve the issues that arise during complex water technology projects.

PROJECT TEAM MEMBERS

Tom Bohrer

CLIENT REFERENCE

Josh Wedding
Water Utilities Manager
+1 541-948-7956
Joshua.Wedding@ci.redmond.or.us

**Black & Veatch Experience
Providing AMI Planning,
Advisory, and Quality
Assurance Services**

CLIENT	TYPE			SPECIFIC SERVICES								
				METERS			NETWORK			CIS		
	AMR HYBRID METERING	AMI SMART METERING	MDM	TEST PROTOCOL	AMI FEASIBILITY	VENDOR SELECTION	TESTING	MONITORING	VENDOR MANAGEMENT	MAINTENANCE	INTEGRATION SERVICES	ANALYTICS

WATER

Hollywood, FL (City of)		●		●							●	
Deerfield Beach, FL (City of)		●		●								
Miami-Dade, FL (County of)		●	●	●								
Cleveland Water, OH	●	●	●	●		●	●	●	●			●
EPCOR, AZ		●			●	●						
Fort Worth, TX (City of)	●	●								●		
Greenville Water System (GWS)	●					●				●		
Illinois American Water Company, IL	●									●		
Mountain View, CA (City of)		●	●		●							
Oakland County Water Resource, MI	●					●				●		
Sacramento Municipal Utility District, CA		●	●	●								
San Antonio Water, TX		●	●		●							
Scottsdale, AZ (City of)	●				●							
South Central CT Reg. Water Authority, CT	●	●	●		●							
Sugarland, TX (City of)		●			●					●		

ELECTRIC AND WATER

Anaheim Public Utilities, CA		●		●			●	●	●	●		
Burbank Water & Power, CA		●					●	●			●	
Columbia Power and Water System, TN	●			●		●				●		●
Fountain Valley Utilities, CA (City of)	●									●		●
Fort Collins Utilities, TX	●	●	●	●		●	●	●	●	●		●
Jacksonville Electric Authority, FL	●	●		●		●	●			●		
LA Department of Water and Power, CA		●						●			●	

ELECTRIC, WATER AND OIL & GAS

Colorado Spring Utilities, CO	●	●		●	●	●		●			●	
Tallahassee, FL (City of)		●						●	●			●

Qualifications of the Project Team

Black & Veatch has assembled a team that combines local knowledge and understanding of the City of Fort Lauderdale with extensive expertise in AMI business benefits, project planning and implementation. In addition to helping the City select a solution that best fits its needs and overseeing its implementation, this team can ensure that the City is prepared to extract continued value from the technology for years to come. Our team is identified below, along with the qualifications of each team member.

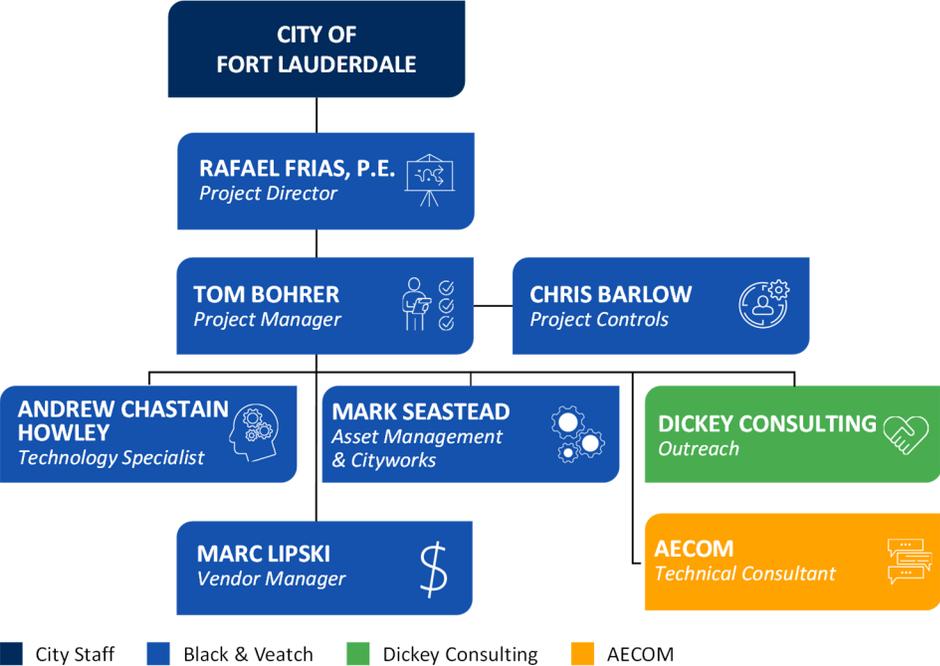


FIGURE 1: PROJECT TEAM ORGANIZATION

Rafael E. Frias, P.E.

PROJECT DIRECTOR

Mr. Rafael Frias serves as a Client and Project Director with the global water business of Black & Veatch Corporation and is responsible for the management of the Company’s operations in Florida and the Caribbean. Rafael specializes in the management of water resources projects, including water supply, water treatment, hydropower and stormwater planning and design.

Mr. Frias is also experienced in incorporating sustainability principles into project designs and in the development of sustainable water planning technologies for the management of watersheds and ecosystems, water scarcity and wet-weather conditions. Rafael is a national Board member of the American Water Resources Association (AWRA), and an active member of the Water Environment Federation (WEF) and American Water Works Association (AWWA), for which he has published papers and delivered presentations on comprehensive water resources issues, including sustainable water planning, surface water management, water treatment technologies, aquifer storage and recovery (ASR) and small hydropower.

Some of Mr. Frias’ key recent assignments and experience include:

- Development of a comprehensive Energy Efficiency Master Plan for the City of Hollywood, Florida.
- Program Management/Construction Management for implementation of a \$455 million Capital Improvement Program in Puerto Rico.

REPRESENTATIVE PROJECT EXPERIENCE

City of Deerfield Beach AMR/AMI Strategy Development and Implementation; Deerfield Beach, Florida; 2017 – 2019

Project Director. Supported the City of Deerfield Beach with AMR/AMI strategy development, technology evaluation, RFP development, RFP evaluation and vendor selection AMI system of 13,000 water meters within a service territory covering approximately 16.25 square miles. The project was divided in two phases:

Phase 1 -

- Development of AMR/AMI vision and strategy
- Evaluation of the City’s AMR/AMI requirements and solutions



EDUCATION

Masters, Civil Engineering, Civil/Environmental/Management, University of Kansas, 2003

Bachelors, Environmental Engineering, Biological Engineering, Louisiana State University, 1997

YEARS OF EXPERIENCE

22

PROFESSIONAL REGISTRATIONS

Masters, Civil Engineering, Civil/Environmental/Management, University of Kansas, 2003

Bachelors, Environmental Engineering, Biological Engineering, Louisiana State University, 1997

PROFESSIONAL ASSOCIATIONS

- WaterReuse - Florida
- Water Environmental Federation
- American Water Works Association
- American Water Resources Association - Board Member

LANGUAGES

Spanish

RELEVANT EXPERTISE

Mentor; Stormwater Systems; Water Resources; Water Treatment Systems

Phase 2

- Development of a Request for Information (RFI) for the selection of a vendor
- Review of RFI submittals and evaluation of vendors
- Recommendations for the implementation of the selected solution and implementation support

Palm Beach County Water Utilities Department; Sustainability and Strategic Planning Services; Palm Beach County, Florida; 2014 – 2016

Project Director. Currently, leading Black & Veatch’s efforts for the development of a Strategic Sustainability Plan (SSP) for PBCWUD to shape the future state of the utility and support it in continuing to be a leader in the water and wastewater utility industry. As part of the SSP, Black & Veatch is using our Pathfinder strategic planning process, which was developed based on our proven experience working with clients within the water and energy industries. The Pathfinder methodology uses a collaborative approach to meld bottom-up initiatives with top-down strategic intent. The methodology combines sustainability, financial, and operational analytics with technical depth and insights for development of the PBCWUD SSP. Sustainability planning for PBCWUD’s SSP considers the Institute of Sustainable Infrastructure’s (ISI) Envision rating system, which covers all infrastructure aspects, including water and wastewater facilities.

Black & Veatch is also supporting PBCWUD with the developing an asset management strategy for the 2014-19 strategic sustainability planning process. The overall strategy will consider the complete life cycle of assets and focus on improving the utility’s management systems around People, Processes and Assets. For this, the PAS 55 management framework will be followed, with the vision of achieving an ISO 55001 compliant management system for the utility.

City of Hollywood, Florida; Energy Efficiency Master Plan; Hollywood, Florida; 2013-2014

Senior Project Manager. Black & Veatch developed a comprehensive Energy Efficiency Master Plan for the City of Hollywood’s Water and Wastewater systems and facilities. The master plan resulted in an implementation plan for 20 recommended energy cost savings projects and strategies with a net positive value of \$4.4 million to the City over the life of the improvements. Specific tasks included: development of an existing energy use baseline for the City’s water and wastewater facilities and equipment; evaluation of the current and potential alternate electric utility rate structures at each facility; energy efficiency assessments; operations optimization evaluation for the raw water supply, treatment and potable water distribution systems; feasibility assessment for the development of renewable energy sources, including solar PV; development and analysis of over 50 energy conservation measures; development and use of an “Energy Project Decision Cash Flow Model;” and completion of a Master Plan Report that provides a roadmap for the City to implement the recommended energy cost savings projects and strategies over the planning horizon.

Our systematic and holistic approach to energy master planning resulted in the identification and evaluation “best fit” energy conservation measures (ECMs) for a combined annual energy savings of approximately 7 GWh, or 15% of the Utilities Department total energy use in 2012.

Tom Bohrer

PROJECT MANAGER

Mr. Tom Bohrer is a focused, solution-driven Senior Executive with over 14 years of progressive experience in the water industry with specialized expertise in Advanced Metering Infrastructure (AMI) technologies and smart infrastructure.

Mr. Bohrer is adept in both client consulting and account management roles with a track record of technical background, presenting meaningful solutions, building solid professional relationships, and driving results. Tom is passionate about supporting customers in meeting business goals through education and training on cutting-edge technologies. He is highly committed to customer engagement and success with exceptional communication, interpersonal, and problem-solving skills.

REPRESENTATIVE PROJECT EXPERIENCE

Sugar Land, TX; AMI; Sugar Land, Texas, United States; 2021-2022

Principal Consultant - Black & Veatch. Currently leading Project AMI Vendor RFP release and Vendor Selection process with the city.

Houston; Pressure Monitoring; Texas, United States; 2019-2021

Vice President - McWane/Nighthawk. Developed an ROI for full time pressure monitoring with the city engineering group and oversaw implementation maintaining key relationships within the city.

LADWP; Pressure Monitoring; California, United States; 2017-2021

Vice President - McWane/Nighthawk. LADWP was seeking a new way to monitor the entire water system for issues, and I developed and sold a full-time, remote pressure monitoring product to reduce non-revenue water and provide operational savings to the utility. I served as the lead Account Manager after the sale.

San Francisco; AMI/Hydrant Pressure Monitor; San Francisco, California, United States; 2017-2021

Vice President - McWane/Nighthawk. Retrofitted hydrants with full time pressure monitor and assisted the city discovering leaks as well as sources of pressure issues within the city.

SF Water; AMI; California, United States; 2010-2017

Project Manager/Account Manager - Aclara. Led all aspects of AMI deployment with the city of San Francisco, ensuring the project was a success. Transitioned into Account Management roles and maintained executive relationships with the city.

Corpus Christi; AMI Deployment; Texas, United States; 2011-2017

Account Manager - Aclara. Developed a long-term plan and assisted the city with execution to deploy and maximize the AMI system.



EDUCATION

Bachelor of Arts, Business Administration, OHIO STATE UNIVERSITY, 1996, United States

YEARS OF EXPERIENCE

25

PROFESSIONAL ASSOCIATIONS

American Water Works Association – Member

RELEVANT EXPERTISE

AMI; Account Management; IOT; Non-Revenue Water; Pressure Monitoring; Smart Meter; Smart Water

Houston; Houston AMI/Smart Water; Texas, United States; 2015-2017

Director of Account Management - Aclara. Sold and implemented several pilots demonstrating the value of a smart water city and defining the business cases for each product within different silos of the city organization.

Technologies deployed: AMI, Pressure Monitoring, Acoustic Leak Sensors, Sanitary Sewer Overflow devices.

TOHO; AMI Deployment; Florida, United States; 2011-2017

Director of Account Management - Aclara. Oversaw AMI deployment and served as escalation point for the city.

DC Water; AMI Replacement System; District of Columbia, United States; 2015-2017

Director of Account Management. Created a strategy to evaluate, develop and execute remediation plans for an AMI system that was not working to the Utilities satisfaction. Maintained Executive relationships and oversaw project implementation once the plan was developed.

KC Water; AMI upgrade; Kansas City, Missouri, United States; 2011-2016

Director of Account Management - Aclara. Developed and oversaw upgrade strategy as well as consulted on meter issues and non-revenue water problems.

Plano; AMI Maintenance; Texas, United States; 2011-2016

Director of Account Management - Aclara. Developed a long-term plan and assisted the city with execution to deploy and maximize the AMI system.

Missouri American Water; AMI; Missouri, United States; 2014-2016

Director of Account Management - Aclara. Developed a strategy to win and secure AMI project over 350,000 endpoints. Led all contract negotiations and created 2 contracts both locally and with the American Water Corporate headquarters.

Boston Water; AMI/Software Replacement; Boston, Massachusetts, United States; 2010-2016

Director of Account Management - Aclara. Developed and oversaw implementation of a Software and hardware upgrade over multiple years to address issues in performance and aging system. Maintained Executive relationships and communications.

NYDEP; AMI Extension Contract; New York, New York, United States; 2015-2016

Director of Account Management - Aclara. Negotiated 5-year contract around AMI products and services to be delivered to NYDEP.

Des Moines; AMI Upgrade; Des Moines, Iowa, United States; 2012-2015

Director of Account Management - Aclara. Led client thinking on process to upgrade AMI System and created a customized IT, Field plan to execute and meet Des Moines goals.

Chris Barlow, P.E., CDT

Project Manager and Project Controls

Mr. Chris Barlow is an experienced project manager and design engineer that has focused his practice on the analysis and design of municipal water utility projects, primarily in south Florida.

This experience has developed through the execution of numerous drinking water, wastewater, and water reclamation projects. These projects include the successful completion of numerous rehabilitation and new designs of pump station installations; pipeline projects; water treatment and supply projects, such as Aquifer Storage and Recovery (ASR) pumping facilities, Surficial and Floridan aquifer wellhead designs and pump selections, reverse osmosis membrane filtration, chemical feed systems, degasification and odor control systems; hydraulic modeling and master planning of water distribution and wastewater collection systems; survey coordination, corridor evaluations, design, permitting, construction observations, construction administration and final regulatory certification of these projects. Recent project management experience has focused on AMI, SCADA, CMMP and AMP.

REPRESENTATIVE PROJECT EXPERIENCE

City of Hollywood | Continuing Professional Services Agreements, Utility-wide; Hollywood, FL

Project Manager. Since 2015, Mr. Barlow has served as the primary point of client contact on three (3) separate continuing services contracts for this client. Over these recent years this client has been continuously served on a multitude of assignments from concept to final completion. These projects include completion of a new two-stage scrubber odor control system and deep injection well pump station, replacement of the high service pumps, America's Water Infrastructure Act (AWIA) Risk and Resiliency Assessment (RRA), Supervisory Control and Data Acquisition (SCADA) improvements, Cityworks Computerized Maintenance Management System (CMMS) Implementation, Assessment and Evaluation for a Utility Wide Closed-Circuit Television (CCTV) and Door Access Control (DAC) – Security Upgrades, and Advanced Metering Infrastructure (AMI) system replacement. Several of these projects are described as follows:

- **Advanced Metering Infrastructure (AMI) – Black & Veatch** – Project Manager to provide the City an overview of current AMI technology options that includes a 5-year roadmap and providing a basic high-level cost analysis regarding upgrading/replacing the current Aclara system. Provided a desktop assessment of the existing AMI system through a series of workshops. These workshops resulted in a



EDUCATION

BS, Environmental Engineering, University of Florida, 1998

YEARS OF EXPERIENCE

24

PROFESSIONAL REGISTRATIONS

PE – 2003, FL, #59256

PROFESSIONAL ASSOCIATIONS

American Water Works Association (AWWA), active

PROFESSIONAL CERTIFICATION

Occupational Safety and Health Administration (OSHA), 10-hr Construction Safety and Health Course July 2020

Construction Documents Technologist (CDT) – CSI 2016

Risk Assessment Methodology for Water (RAM-W) 2002

Bentley's WaterCAD Master Modeler 2001

general overall description of the existing system and established the City goals for the replacement of the AMI system. The solicitation for the replacement of the AMI system.

- **Asset Management Program (AMP) – Black & Veatch** – Project Manager for the professional services related to providing the City an Asset Management Program (AMP). This AMP facilitated combining the City’s several asset management efforts, such as, Cityworks, Condition Assessments, Master Planning, AMI, Financial Systems, and Operations into a wholistic AMP.
- **Cityworks – Black & Veatch** – Project Manager for the professional services associated with the implementation of a new Cityworks CMMS application. These services resulted in a successful Cityworks project by facilitating data and business process review, system configuration, data migration, systems integration, system acceptance testing, and end-user training and go-live support.
- **CCTV – Black & Veatch** – Project Manager for the professional technical services to expand and implement a Department-wide Door Access Control (DAC) and Closed-Circuit Television (CCTV) Camera System. The SOW presented below comprises the fundamental tasks to implement DAC and CCTV Camera System at six (6) facilities.

Seacoast Utility Authority | Continuing SCADA Services Agreement; Palm Beach Gardens, FL

Project Manager – Black & Veatch. Providing continuing consulting services related to the utilities’ SCADA infrastructure. These services consist of WTP SCADA System Evaluation, ad-hoc WWTP SCADA system services, SCADA integration of all capital improvement projects, SCADA integration of the Reclaimed Services (38 sites) RTU Upgrades, Lucy Implementation at the WTP, WWTP, and New Admin Building. Several of these projects are described as follows:

- **Lift Stations RTU Conversion** – Project Manager for the profession services necessary to replace the existing RTU system with a cellular based system. The services consist of providing the Control System Configuration and Startup Services of the Process Control System (PCS) for the Reclaimed Water System RTU/SCADA Conversion
- **Reclaimed water RTU Conversion** – Project Manager for the construction phase services necessary to provide the SCADA Integration for the replacement of the existing RTU system with a cellular based system. The services consist of providing the Control System Configuration and Startup Services of the Process Control System (PCS) for the Reclaimed Water System RTU/SCADA Conversion.
- **Cityworks** – Project Manager for the professional services associated with the implementation of a new Cityworks CMMS application. These services resulted in a successful Cityworks project by facilitating data and business process review, system configuration, data migration, systems integration, system acceptance testing, and end-user training and go-live support.
- **Lucity** – Project Manager for the Conversion of the exiting CCMS application to Lucy. This service incorporated and migrated the existing asset data into a new Lucy system. BV completed this initial phase of service by providing training of the Authority's staff by providing these services virtually, post COVID travel restrictions.

Marc H Lipski, MBA

VENDOR MANAGER

Mr. Marc Lipski has more than 30 years of experience in the utility arena managing complex projects, product development and implementation, solutions and services, and business.

REPRESENTATIVE PROJECT EXPERIENCE

Pasadena Water and Power (PWP); Meter Data Management Feasibility Assessment; Pasadena, CA

Consultant. Mr. Lipski performed a strategic information technology (IT) assessment for MDMS and related technologies. The overall goal was to review, evaluate and recommend the IT Enterprise Infrastructure needed to support “Smart Communication” with PWP customers. Deliverables included high-level enterprise architecture strategy and roadmap, major gaps and improvement areas, priorities, and recommendations for an action plan.

City of Hollywood | Water AMI Replacement Assessment; Hollywood, FL Project Director.

Mr. Lipski is providing project guidance and subject matter expertise for the City of Hollywood’s replacement of its first-generation advanced metering system. He is supporting the procurement process with RFP development, pricing evaluation, and scoring methodology. Mr. Lipski’s participation is positioning the City to complete a thorough and evaluation of a solution that best meets its business objectives.

Colorado Springs Utilities | AMR to AMI Upgrade Project; Colorado Springs, CO

Project Director. Colorado Springs Utilities (CSU) is actively migrating its existing fixed network metering system to a current generation advanced metering technology. Black & Veatch had supported CSU through its selection and procurement process. Mr. Lipski is currently supporting CSU to monitor and ensure the AMI solution vendor is meeting commitments and complying with contractual requirements.

City of Sugar Land | Water AMI Business Case and Feasibility; Sugar Land, TX

Project Director. The City of Sugar Land intends to transition from manual reading of meters to advanced metering. Black & Veatch is supporting the City’s procurement process for this new AMI solution. Mr. Lipski is providing guidance on the evaluation methodology and solution pricing analysis.



EDUCATION

Masters, Business Administration, Marketing, Mercer University, 2002

BS, Electrical Engineering, Power Systems, Purdue University, 1989

YEARS OF EXPERIENCE

32

RELEVANT EXPERTISE

Business Opportunity Assessment; Client Account Management; Demand Response; Electric/Gas/Water AMI; MDMS; Meter Standards; Meter Testing; Project Management; Risk Management Assessment; Smart Grid; Smart Metering; Solution Deployment; Strategy; Vendor Management

Andrew Chastain Howley, MCSM, P.G.

TECHNOLOGY SPECIALIST

Mr. Chastain Howley has nearly 30 years of experience in digital water systems and advanced metering infrastructure (AMR/AMI), including water loss control, distribution system optimization, and asset management.

REPRESENTATIVE PROJECT EXPERIENCE

East Bay Municipal Utility District | AMI/AMR Analysis and Pressure Zone Audit; Oakland, CA

Project Manager. Mr. Chastain-Howley managed the development of a world's first analysis of pressure zone audits utilizing AMR and AMI for two district metered areas (Holly and Round Hill) within the CITY OF FORT LAUDERDALE service area. These audits were the first near real-time evaluations of water losses integrated with SCADA and smart metering systems.

American Water | AMI/AMR Strategy Development

Advisor. Mr. Chastain-Howley advised American Water's corporate group on a strategic roadmap to replace and/or upgrade the utility's three million meters to advanced metering infrastructure. This included multiple vendors of metering and network infrastructure. Each Business unit was included in the analysis and individual plans were developed.

San Antonio Water System | AMI Business Case; San Antonio, TX

Project Manager. Mr. Chastain-Howley managed and provided subject matter expertise for the non-revenue water and AMI business case portions of the SAWS feasibility study and business case modeling. He conducted a review of the current metering infrastructure and reported on its relevance and compatibility with the Silver Spring Network and Master Meter AMI solution proposed for the system.

Kansas Board of Public Utilities | Automated Metering Analysis and System Integration; Kansas

Project Director. Mr. Chastain-Howley managed the integration of Elster AMI data feeds to actively construct analyses and water balances for the total system of 63,500 customers.



EDUCATION

Masters, Advanced Materials, Cranfield Institute of Technology, 1997, United Kingdom

MS, Mining Geology, University of Exeter, 1991, United Kingdom

BS, Geology, University of Saint Andrews, 1990, United Kingdom

TOTAL YEARS OF EXPERIENCE 29

PROFESSIONAL REGISTRATION

Professional Geoscientist – 2003, TX, #6834

Professional Geologist – 2002, FL, #2218

PROFESSIONAL ASSOCIATIONS

American Water Works Association

EXPERTISE

AMI/AMR; Asset Management; Distribution System Optimization; Geophysical Analysis Non-Revenue Water Reduction; Water Audit; Water Conservation; Water and Wastewater System Analytics

Mark Seastead

ASSET MANAGEMENT & CITYWORKS

Mr. Mark Seastead has over 20 years of program management, consulting, and system implementation and integration experience on projects for private entities, municipal government and water, wastewater, and transportation-focused clients.

REPRESENTATIVE PROJECT EXPERIENCE

Water Reclamation District of Southern California | Asset Management Program; Lakewood, CA

Technical Lead. Mr. Seastead assisted with the ISO 55001 based Asset Management GAP assessment. He also led the CMMS selection task that included developing functional requirements, assisting with the development of RFQ language, creation of vendor scripting and evaluation processes, and assistance with developing consensus from WRD staff on final selection. Mr. Seastead also developed the framework for an Information Management Master Plan (IMMP) framework that is currently being implemented.

Unified Port District of San Diego | Phase 1 Asset Management Program; San Diego, CA

Technical Lead. Mr. Seastead helped guide a late effort to migrate facilities asset data into a GIS format. Additionally, he provided technical recommendations to relate the parks and facilities asset data to a GIS centric CMMS solution that are currently under advisement.

Milwaukee Metropolitan Sewer District | CIS & Asset Management Plan; Milwaukee, WI

Technical Specialist, Information Technology. Mr. Seastead developed a Data Management Plan with specific strategies that integrate several technologies including AssetView — data warehouse and analysis software, Power BI – Asset Management analytics platform, Esri GIS, Oracle WAM (CMMS), Bio-WIN, SCADA, CCTV, Oracle CC&B (finance system).



EDUCATION

MS, Resource Planning, Missouri State University, 1996

BS, Geology, The State University of New York at Fredonia, 1994

YEARS' EXPERIENCE

26

PROFESSIONAL ASSOCIATIONS

American Water Works Association

EXPERTISE

Water Information Systems; System Implementation and integration; Asset Management

Sheryl A. Dickey

PRESIDENT/CEO, DICKEY CONSULTING—OUTREACH

Ms. Sheryl A. Dickey, founder and owner of Dickey Consulting Services (DCS) is a community and economic development professional with more than 35 years of experience and a track record of success in these areas. She and her staff bring a high level of energy and the ability to participate in a leadership or team member role to ensure successful completion of a project.

DCS is an economic development, government relations, project management and communications consulting firm. DCS provides services to public and private enterprises. DCS provides staffing for invoicing, accounting, documents control, contract administration, civil-CAD, construction inspections, and communications assistance. The firm also provides administrative support for budgeting, planning, management, and purchasing. DCS has enjoyed twenty-six years in business.

Ms. Dickey has worked with numerous clients including the Florida Department of Transportation, Broward County, City of Fort Lauderdale, City of Deerfield Beach, City of Pompano Beach, and Boca Raton Airport Authority. She served as the Project Director for FDOT Central Broward East-West Transit Study, Broward County Neighborhoods Improvement Program, SR 9/I-95 PD&E Study, and Airport Noise Abatement Committee Assistance for Fort Lauderdale-Hollywood International Airport. She has been the DBE Program Administrator for Boca Raton Airport Authority and Fort Lauderdale Executive Airport. Dickey has successfully completed the City of Deerfield Beach SR A1A PD&E Study, Tri-Rail EASY Card Implementation Program, Broward County B-cycle Bike Sharing System Launch, and Broadview Park Neighborhood Improvement projects.

Ms. Dickey is a longtime Broward County resident and business owner. Her company's headquarters are in the Midtown Commerce Center, a newly constructed Silver LEED certified building in Fort Lauderdale. Dickey is the developer and owner of the building.

Ms. Dickey's professional experiences include Director of Economic and Community Development for Blockbuster Entertainment Corporation and Director of Economic Development for the City of Fort Lauderdale, in Fort Lauderdale, Florida. She was formerly the Deputy Director of Economic Development for the Toledo/Lucas County Port Authority in Toledo, Ohio,



EDUCATION

B.S.S.W. The Ohio State University

YEARS OF EXPERIENCE

35

PROFESSIONAL REGISTRATIONS

Charrette Planner National Charrette Institute

Public Meeting Facilitator, National Charrette Institute

Professional Associations

International Economic Development Council

Greater Fort Lauderdale Chamber of Commerce

COMTO

AMAC

RECOGNITION

Boys & Girls Clubs of Broward County/ 100 Outstanding Women of Broward County, 2010

Sistrunk Community Festival Small Business Award, 2007

Success South Florida Magazine One of South Florida's 25 Most Prominent & Influential Black Women, 2006

Greater Fort Lauderdale Chamber of Commerce/Salute to Business Award. 2002

RELEVANT EXPERTISE

Community and Business

Development Expert

Public Engagement Specialist

Collaborative Change Agent

the Director of Small and Developing Businesses for the State of Ohio Department of Development, in Columbus, Ohio, and a former member of the Portsmouth City Council in Portsmouth, Ohio. Ms. Dickey's prior experiences include a variety of positions supporting small business development and community revitalization.

Ms. Dickey completed her undergraduate education in social work at The Ohio State University in Columbus, Ohio.

Ms. Dickey is active in many community and business organizations including the Urban Core Committee of Broward Workshop, Greater Fort Lauderdale Chamber of Commerce, International Council for Urban and Economic Development, Oakland Park Police and Fire Pension Board and Delta Sigma Theta Sorority. She is the former Chair of the Broward Public Library Foundation.

Carla Hankerson

SENIOR PROJECT COORDINATOR, DICKEY CONSULTING— OUTREACH

Ms. Carla Hankerson is a results-oriented professional with more than 20 years of experience supporting clients and projects. She is an organized self-starter with excellent personal and presentation skills.

Her work knowledge includes achieving results in public and private organizations with municipalities, community leaders, vendors, contractors and subcontractors.

She also assists the Project Director, Project Manager, and Project Coordinator to successfully complete projects. Her approach to project support is to provide input, actively participate on cross-functional teams, and adapt to specific client needs. She resides in the City of Fort Lauderdale.

REPRESENTATIVE PROJECT EXPERIENCE

The Urban Group, Inc. Noise Mitigation Program Assistance Electronic Document Management System (SharePoint)

The NMCT utilizes the Broward County Aviation Department (BCAD) SharePoint electronic document control system for use by all three elements of the Noise Mitigation Program (NMP). The system corresponds with BCAD's Documents Control File structure and is modified as necessary to facilitate the NMP documents. Documents are coded by situs street address to geocode the documents to specific projects locations. Access to electronic documents are accessed by a SharePoint search interface.

Ricondo & Associates, Inc./BCAD Airport Master Plan Update

Provide assistance to Ricondo staff relative to the Stakeholder Engagement/Public Outreach Program Implementation. Prepare project collateral, flyers, fact sheets, notification letters, and public notices. Dissemination of flyers, and notices. Prepare a database of Policy Advisory and Technical Advisory Committee members to notify for participation in workshops throughout the study process which included professional staff from federal, state, county and local governments and business organizations.

AECOM/Port Everglades 2006 Master Plan Update

Assisted the Consultant with the Public Involvement Plan. Developed and distributed meeting notices; attended public meetings, workshops, and hearings; recorded public events and transcribed summary minutes for the client.

South Florida Regional Transportation Authority/Tri-Rail EASY Card

Managed a 30-member street team at 17 Tri-Rail stations (Broward County, Miami-Dade County and Palm Beach County) for implementation of the EASY Card system. Responsible for overseeing proper implementation of program goals and ensuring a high level of work ethic among the street team. Scheduled and facilitated focus groups to gather passenger input. Compiled and analyzed that data and prepared a report of findings for the client.



EDUCATION

A.D. Business Administration

YEARS OF EXPERIENCE

20

PROFESSIONAL REGISTRATIONS

Certification, National Notary Association

RELEVANT EXPERTISE

Document controls, construction inspections, DBE monitoring and compliance reporting, contract and finance negotiations, and accounting and invoicing, Master Planning, system implementations

M. Samer Alkhatib

ASSOCIATE VICE PRESIDENT, AECOM—TECHNICAL CONSULTANT

Mr. Samer Alkhatib is a versatile engineer and program manager with experience in leading diverse large scale and complex programs and projects with emphasis on quality and timely delivery.

He develops and utilizes projects and asset management strategies, tools and processes to improve performance, increase efficiency, reduce costs and support data driven decision making.

REPRESENTATIVE PROJECT EXPERIENCE

Baltimore City Department of Public Works, AMI/AMR Program, MD.

Samer was the lead from the Engineering and Planning group and part of the Program Management team for BaltiMeter Program to evaluate and implement Advanced Metering Infrastructure (AMI) and Automated Meter Reading (AMR). involved in the AMI and AMR program supporting the tracking and workload activities. The BaltiMeter program will include 410,000 meter installations, 250,000 AMI in Baltimore City and 160,000 AMR in Baltimore County. Phase I of the program included program evaluation and an assessment of the costs and benefits for investment in AMI/AMR. The project was found to pay for itself in 6 – 8 years. Phase I of the program included extensive outreach, metering installation prioritization and program implementation development. It also included RFP development and selection of most qualified Vender. The program also evaluated a new Billing and Customer Support system that Baltimore City later implemented.

During Phase II, the work was focused on metering installation, inspection, program controls and most importantly piloting and implementing the new Billing and Customer Support systems.

Baltimore City Department of Public Works, Office of Engineering and Construction (OEC) Construction Management Contracts, Baltimore, MD.

Samer was managing all of OEC’s Construction Management (CM) Contracts. He was responsible for planning, exciting and monitoring CM contracts to make sure all OEC’s construction projects are properly staffed at all times.

The process starts with working with all projects managers on CIP and active projects and develop a staffing plan with existing CM contracts and prepare the next iteration of CM contracts.

Typical activities included tasks implementation and monitoring staff assignments, staff selection, subs utilization, MWBE participation, burn rate tracking and emergency’s and special projects staffing. Samer



EDUCATION
BS, Civil Engineering,
MEng. Project Management

YEARS OF EXPERIENCE
12

RELEVANT EXPERTISE
Project Management; Asset
Management; Program
Implementation

was also responsible for procurement activities (RFP, selection, award etc.) and approval all consultants invoices, and contract related requests.

Maryland Department of Transportation, Maryland Transit Administration, Management of Capital Program, Baltimore, MD.

Manager of the Office of Capital Programming and responsible for the agency's \$3 billion, six- year capital program. Securing, managing and maintaining capital funding for the department was top priority as well as project prioritization and projects funding planning and recommendations. The prioritization and asset management planning are very complex and a mix of different assets, services, priorities and funding availability. The Capital Program consisted of over 200 facilities, trains, busses & cars, rail tracks, systems, structures, tunnels, utilities and equipment. Samer was also managing the procurement, application and utilization process and over 70 federal grants and grants issued to local governments. Samer was involved in each capital project on the program to track progress and project funding needs. He was also responsible for reviewing and processing claims and change orders and agency-wide capital invoices. A major accomplishment was reducing internal invoice processing time from 10 to 3 business days through restructure, reorganization and automation. Samer was directly involved in the Purple Line Project, where he was tasked with managing the project budget and grant. The Purple Line is a proposed \$2 billion 16-mile light rail line extending from Bethesda in Montgomery County to New Carrollton in Prince George's County

Metropolitan Washington Council of Governments (MWCOC) & DC Water, Wastewater Flow Forecast Methodology Assessment.

Project Engineer leading the inflow and infiltration analysis to update the MWCOC Regional Wastewater Flow Forecast Model (RWFFM). Samer review the RWFFM) with respect to methodology and performed a rearview analysis (actual vs. model predicted). He also interviewed other wastewater treatment utilities contributing to Blue Plains Advanced Wastewater Treatment Plant to understand methodologies they employ in projecting flows, to record any system updates and to understand water conservations efforts (i.e., low flow toilets) have on each jurisdiction's wastewater flow trends.

The main task was to investigate current levels of Inflow/Infiltration (I/I) for the current Blue Plains Service Area (BPSA) to include [Fairfax County, the District of Columbia Water and Sewer Authority (DC Water), Loudoun Water, the Washington Suburban Sanitary Commission (WSSC). The results of those task were used to select a new base year and update the RWFFM flow factors.

Alicia DuPree, PE

PROJECT MANAGER, AECOM—TECHNICAL CONSULTANT

Ms. Alicia DuPree is a Practice Leader for Water Master Planning and brings 16 years of experience with master planning for potable and non-potable systems, demand/loading development, hydraulic modeling, capital improvement planning, design, and advanced metering (AMR/AMI) infrastructure projects.

She has managed multiple complex integrated master plans, which integrated the water resources, non-potable, treatment, and transmission and distribution systems, which require extensive experience with project management, coordination, communication, and strategic thinking. Having worked at Aurora Water for 7 years as their lead master planner for the potable and non-potable systems, she understands the utility perspective and what is needed in a master plan so it can be functional, adaptable, and implementable to meet the utility's needs. Her aptitude for project management provides strategic and tactical advantages to fuel critical decisions that garner exceptional client service, quality results, and enduring value across the organization.

REPRESENTATIVE PROJECT EXPERIENCE

Integrated Water Master Plan, Aurora Water, CO: Project Manager

Managed the Integrated Water Master Plan which was a long-range plan that integrated the water resources, treatment, distribution, watershed management, and non-potable systems. The purpose of the Integrated Water Master Plan (IWMP) was to update previous master plans by integrating key assumptions and analytical tools, bringing them all to the same timeframe, and developing an integrated CIP that assesses and ranks all water sector projects based on the same fundamental criteria. In addition, the IWMP analyzed multiple future scenarios in order to minimize assumptions and help Aurora Water be prepared to meet its obligations to its customers under a wide range of possible future conditions. Ms. DuPree managed the IWMP on behalf of Aurora Water and coordinated the various discipline teams with Aurora and the consultant to ensure the disciplines and key assumptions were integrated. She ensured the project was completed on time and under budget. Once the project was completed, she helped Aurora Water continue to implement the final CIP that was developed.

Non-Potable Strategic Plan, Aurora Water, CO

Project Manager. Managed the development of the Non-Potable Strategic Plan for non-potable water supplies (Sand Creek Reclamation Facility, Rampart Mountain Supplies, and Prairie Waters Indirect-Potable Reuse Supplies) to increase system efficiency and reliability. Worked closely with Carollo and Aurora Water on each project task and milestone to ensure the intent of the project was met and



EDUCATION

BS, Environmental Engineering,
University of Colorado Boulder

YEARS OF EXPERIENCE

16

PROFESSIONAL REGISTRATIONS

License, Professional Engineer,
Colorado

RELEVANT EXPERTISE

Long Range Integrated Master
Planning; Distribution System
Hydraulic Analysis; Training
Program Development; Capital
Improvement Planning;
Redundancy & Resiliency Planning

exceeded expectations. Provided technical direction on the development of the potential non-potable demands and overall strategic approach. Lead project team to select a strategy that will more efficiently utilize the City's non-potable supplies. [Prior to AECOM]

Meter Replacement Project, Aurora Water, CO

Project Manager and Senior Engineer for Aurora Water's Meter Replacement Project. Ms. DuPree managed the four phases of the Meter Replacement Project from the initial cost/benefit evaluation to vendor contract negotiations and proof of concept. The initial phase of the project included a cost/benefit evaluation of the meter technologies available to determine which technology would be the most beneficial for the water department. Ms. DuPree worked closely with the City of Aurora's Operations, Engineering, Conservation, Billing, and Information Technology departments to identify the City's needs and wants for a new meter system and to gain consensus on the selected technology. The second phase included the development of a detailed AMI Meter Replacement RFP and vendor selection process so that meter technology requirements and performance could be clearly defined and evaluated. The third phase consisted of extensive negotiations with the selected meter vendor to establish a long-term contract that was in the best interest of the City. The fourth phase of the project included the successful implementation of the proof of concept, which was required prior to full implementation. During the proof of concept, the meter infrastructure was tested, meter pit/vault lid replacement was evaluated, and the meter software integration with the City's water billing system was developed and tested.

Colorado Springs Utilities, Integrated Water Resources Plan, CO

Assistant Project Manager for Colorado Springs Utilities (CSU) Integrated Water Resource Plan, a long-term strategic plan for providing a reliable, sustainable water supply in a cost-effective manner. Ms. DuPree was responsible for the preparation and management of technical studies for demand management, non-potable water/ reuse, and environmental management. She managed inter-departmental coordination among various departments to ensure project assumptions were consistent and integrated. She was also responsible for managing the project schedule and deliverables. She also supported the development of the public process. [Prior to AECOM]

Transmission and Distribution Refinement Study, Aurora Water, CO

Project Manager and Senior Engineer for Aurora Water's T&D Refinement Study. Ms. DuPree managed the T&D Refinement Study for Aurora Water which evaluated Aurora Water's T&D system and future population projections to identify future capital improvements including pipelines, tanks, and pump stations that will be required to support future growth. Ms. DuPree was responsible for developing growth projections and spatially distributing them throughout the City, managed the update and development of the InfoWater model to ensure the updates were accurate and realistic, and was responsible for developing the T&D CIP.

Gustavo Silva, P.E., ENV SP

SENIOR WATER/WASTEWATER PROJECT MANAGER— TECHNICAL CONSULTANT

Mr. Gustavo Silva is a water/wastewater senior project manager with design and construction experience on gravity, pressures systems, pump stations, land development and geotechnical. He has experience on complex projects that require extensive planning effort and stakeholder engagement/coordination.

His expertise is on managing a team, developing schedules, design upgrade, client coordination, construction cost, and support during the construction process. Project Manager for the City of Miami Beach West Avenue Neighborhood Improvements and Miami-Dade Water and Sewer Department (WASD) Pump Station Improvement Program.

REPRESENTATIVE PROJECT EXPERIENCE

West Avenue Neighborhood Improvements – North of 14th Street and South of 14th Street (City of Miami Beach, FL):

The over \$100 M Design-Build projects is integral to City of Miami Beach ongoing resiliency improvement to address sea level rise. The scope of work included the following:

- Complete replacement and rehabilitation of all public underground utilities including water, sanitary sewer, and storm sewer within the City Right of Way
- Upgrade the existing roadway to be raised approximately two (2) feet and combat sea level rise concern.
- Develop a typical section to improve travel/bicycle lanes, pedestrian walkway, landscaping, irrigation and lighting within corridor.
- Public/private Involvement to harmonized into private property and collect rainfall water
- Design 120,000 GPM Stormwater Pump Station to discharge stormwater at the Collins Canal.
- Incorporated pressurized drainage wells to the stormwater conveyance system to improve drainage area and water quality

As Project Manager, Mr. Silva develop schedules, proposal manage subconsultants (transportation, landscaping, coastal engineering, surveying, structural, electrical and geotechnical) and in-house engineering staff. Lead engineer for overall design including QA/QC review of subconsultants and in-house



EDUCATION

BS, Civil Engineering,
Florida International University,
2013

YEARS OF EXPERIENCE

9

PROFESSIONAL REGISTRATIONS

Professional Engineer, Florida,
#86389, Issued 01/11/2019, Exp.
02/28/2023

Envision Sustainability Professional
(ENV SP)

Manhole Assessment Certification
Program (MACP)

Pipeline Assessment Certification
Program (PACP)

FDOT CTQP QC Manager

FDEP Qualified Stormwater
Management Inspector

AutoCAD Civil 3D Certification

FDOT Intermediate Work Zone
Traffic Control

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineer
(ASCE)

Florida Engineer Society (FES)

design. Lead designer of sanitary sewer system, stormwater pump station and drainage well. The gravity sewer systems include the following: 1,200 linear feet (LF) of 8-inch, 1,000 LF of 10-inch, 4,000 LF of 12-inch, 3,000 LF of 15-inch, 3,000 LF of 15-inch and 2,000 LF of 18-inch C-900. The design of the 120,000 GPM stormwater pump station included six (6) 135 horsepower pumps with variable frequency drives, trash rack structure, CDS Treatment units, raised electrical platform (above flood zone), emergency generator and a 84-inch discharge pipe into a dissipator structure. The stormwater will be treated and discharge to the Collins Canal without affecting the natural environment. Additionally, design fifteen (15) pressure drainage well rated at 2,000 GPM to improve water quality. The system was composed of a settlement structure to reduce large particles and wet well for pumps (25 and 60 HP) to discharge onto well structures. The structures were design with a secant pile system to reduce impact to local resident and large excavation.

MDWASD Pump Station Improvement Program:

Project Manager and Designer of more than 20 pump stations that were considered outdated and out of compliance with regulatory agencies. My responsibilities evolved from staff engineer to engineer of record. The general task to complete a design requires surveying, geotechnical, environmental studies, civil site layout, hydraulics analysis, structural/electrical design, utility coordination, and relocation. In general, the pump station contains a wet well, valve vault, electrical panels, SCADA, discharge piping, generator, grading, landscaping, micro tunneling (36-inch force main) and stormwater system. My role as a project manager includes the following:

- Manages contract over 1.5M, acquires change orders, and negotiates proposals with clients and sub-consultants.
- Involved in all aspects of the pump station upgrade, including proposal, design, permitting, procurement, construction, and certification.
- Develop and lead a team to design pump stations simultaneously and within schedule effectively.
- Coordinate with geotechnical engineers, surveyors, environmental analysis, utility agencies, and regulatory agencies for permits and approval.
- Design civil site above flood elevation, including demolition, proposed layout of wet well/valve vault, electrical platform, generator, railing, site grading, drainage landscaping, fencing, and other factors.
- Develop mechanical piping, hydraulic calculation, pump selection, system curve vs. pump curve, and other components.
- Support construction managers during the construction phase and certification of the pump stations.

Approach to Scope of Work

The City of Fort Lauderdale’s Water Utility Division is seeking the latest advances in an AMI solution for its approximately 64,000 water meters to provide world-class service and support for its customer base. The city recognizes both the value and the challenges that this type of system provides and is seeking support in designing, crafting, and preparing detailed AMI specifications that have tangible performance criteria. This RFP will allow flexibility for adding technologies for the future, but also one that will endure in the South Florida environmental challenges to provide steady, reliable meter reads to the utility. The RFP will include all needed components including but not limited to the meters, hardware, communications, software, and services to deliver a complete turnkey solution.

The Black & Veatch approach to the City of Fort Lauderdale’s successful AMI integration starts with the end goal in mind. Our delivery approach is to foster collaboration with the utility to understand the stakeholder goals, not only for today but to become a **Utility of the Future**.

Leveraging our experience in both implementing world class AMI systems across the country combined with our South Florida resources to exceed the goals from the City of Fort Lauderdale.

The AMI plan will comprehensively analyze the current needs of the City of Fort Lauderdale, review the current state of the AMI industry, and recommend a path forward for not only AMI but for additional smart water initiatives and programs for the city. It should provide transparency to your customers, improve the overall customer experience, provide more accurate/real-time billing data, increase operational efficiency through automation, facilitate proactive operations and maintenance, and ultimately reduce cost while increasing revenues for actual water usage.

Our analysis of your current programs will enable the AMI plan to transform the City of Fort Lauderdale by bringing together unique local City of Fort Lauderdale Water System details, technology understanding, and implementation of AMI systems in a logical, efficient delivery approach that ensures collaboration and that all needs are addressed as the utility prepares for the next 20 years of technology. We will also leverage our experience of AMI projects with more than 50 public and private utilities to achieve these goals.



We had been running at almost 180 gallons per connection in daily non-revenue water. As I look at it today, we’re averaging well below 100 gallons.”

(Water loss identified due to AMI System integration for KCBPU).

- STEVE GREEN,
DIRECTOR WATER
DISTRIBUTION, KANSAS
CITY BOARD OF PUBLIC
UTILITIES

AMI Business Drivers



Improve Meter Accuracy

Great improvement in meter accuracy with the replacement of meters that are at least ten years old



Operational Performance

Reduce the contractor labor costs of manually reading meters and improve many operational high-volume tasks



Reduce Operational Costs

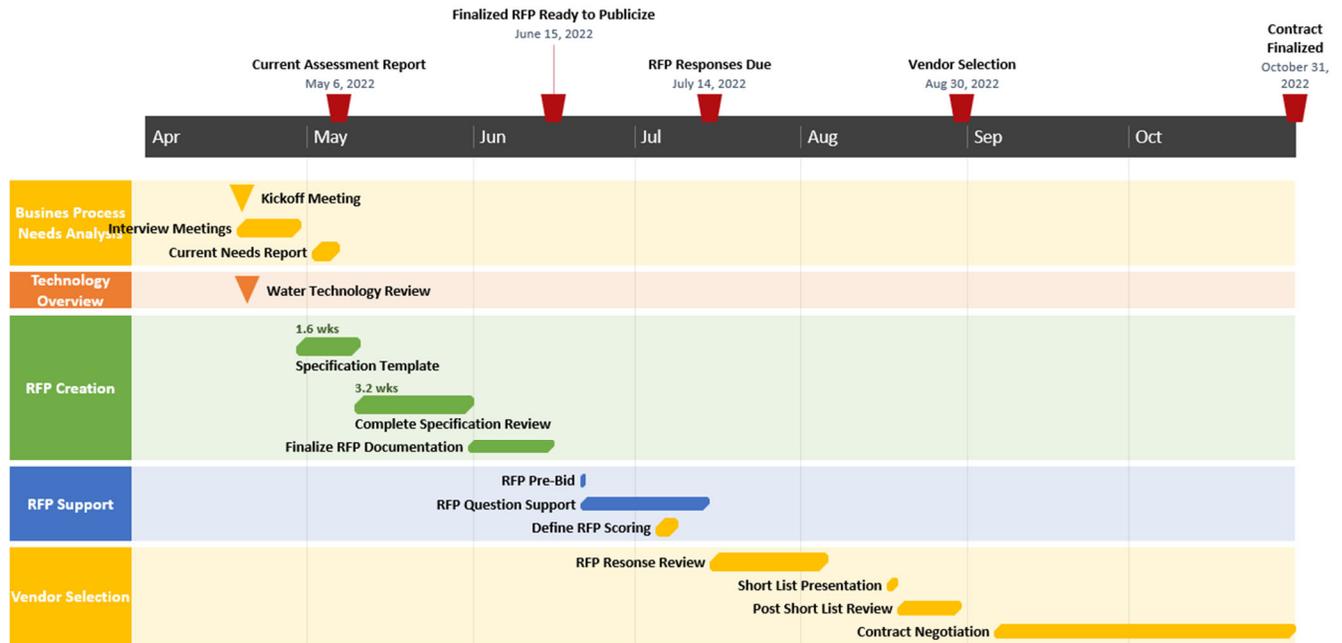
Take advantage of available technology to keep our rates as low as possible



Customer Satisfaction

Ensure a focus on new customer programs and support evolving and growing customer expectations

To meet the 60-day schedule, Black & Veatch’s methodology for managing AMI projects ensures the project will deliver results and stay on point. This program allows flexibility to be adjusted to suit the City of Fort Lauderdale’s particular needs. Part of the Black & Veatch Team’s advantage is the ability to scale up and down quickly to maintain timelines as needed. The Schedule Chart Below demonstrates how we accomplish this within the 60-day timeline.



TASK 1 PROGRAM AND PROJECT MANAGEMENT

Risk Management and Risk Mitigation

Risk Identification

Black & Veatch follows a structured process for risk management and mitigation. The first step we follow is to create a Risk Plan to identify the likely risks which may affect the Program. A series of risk categories are usually identified. Optionally, a suite of potential risks may be listed for each category. This may occur during a ‘Risk Planning’ workshop or related planning activities, involving some or each of the key project stakeholders involved in / affected by the Program. This may also include the Program Sponsor, Managers, team, suppliers, etc. Each of the risks identified is described in detail and documented. Risk identification is an ongoing process throughout the Program, with significant emphasis during the Planning Phase of the Program.



AMI PROGRAM LIFECYCLE

- 1. STRATEGY & ROADMAPS DEVELOPMENT**
 - Strategy/Technology Roadmap
 - Program Vision and Charter
- 2. BUSINESS OPPORTUNITY ASSESSMENT**
 - Key business opportunities and requirements
 - Business Case Evaluation and Cash Flow Model
 - DRAFT business release plan and project plan
- 3. SOLUTION DESIGN & ARCHITECTURE**
 - Key functional and technical requirements
 - Evaluation of potential business models
 - Key IT architecture design and development roadmap
- 4. TECHNOLOGY & VENDOR SELECTION**
 - Procurement Structure and Process
 - Vendor Qualification Criteria and System Requirements
 - RFP documents
 - Vendor Proposal Evaluation
 - Scope of Work and Performance/Service Level Support for each selected Vendor
- 5. SOLUTION IMPLEMENTATION**
 - PMO & Deployment Management
 - Systems Integration Management
 - Field Network Design & Implementation
 - Business Process Design
 - Change Management Plan
 - AMI and Network Data Analytics
- 6. SOLUTION OPERATIONS**
 - Organizational Readiness Assessment
 - AMI operational process development
 - Change implementation
 - Use case implementation
 - Operational analytics implementation
 - Operational efficiency optimization
- 7. INVESTMENT OPTIMIZATION**
 - Measurement & Validation of business case
 - System optimization and additional value extraction
 - Implement “Day 2” use cases
- 8. RENEWAL STRATEGY**
 - Obsolescence Evaluation
 - Additional Value Extension Assessment
 - Asset assessment - Replace vs. extend
 - Renewal Vision, Goals, and Strategy

Mitigating Project Risks

Risk Management is an active and intentional effort. Identifying all risks and determining whether the risk is appropriate or not to the program, recording all risks in the risk register, presenting all risks to the Program Leadership team, communicating all decisions made by the Program Leadership team and monitoring the progress of all risk mitigating actions assigned confirms project risks are given the attention and priority that is required. Black & Veatch documents risks early in the Program and throughout the Planning Phase to confirm that risks identified are mitigated to the extent possible.

Problem Resolution and Exception Management

We maintain meeting minutes, action items, and an issues database for every program/project. Action items and issues status are reviewed by our Project Manager each week, and remediations and resolutions are coordinated with project team members. Remediation and resolution plans sometimes will include dealing with exceptions that need to be addressed, such as AMI meter/module installations that

need to be re-scheduled for valid reasons (e.g., water leaks detected by the installer as part of the installer’s installation procedures). In these cases, it is expected that procedures will have been developed in partnership by The City of Fort Lauderdale leadership and the AMI meter installation team to address “exceptions.” Should exceptions be encountered that are not part of the installer’s procedures, an update to the procedures might be required with communications to the installation team during the daily safety meetings, as an example.

Communications and Reporting

To execute some of the industry’s most complex energy, water, and telecommunication projects, Black & Veatch has developed several innovative approaches. We collectively refer to these as the “rules” (methodology and approaches), “schools” (training), and “tools” (software, templates, and project artifacts) necessary to effectively manage a program of this magnitude. The innovation lies in the precise, practical implementation of project procedures, so team members clearly know their roles and responsibilities, strong communications using technology to bring all team members within instant contact and tools that manage the large amounts of data, metrics for the program to track program activities, status, and key metrics for communication to stakeholders all while maintaining the highest levels of quality control.

We emphasize constant communication with project stakeholders throughout the project. The specific methods of communication will be reviewed during the planning phase of the project. The plans and deliverables will be revisited throughout the AMI project execution to monitor, control, and improve project activities.

Quality Assurance

How is quality measured

Black & Veatch follows a rigorous Quality Assurance process that periodically measures project performance on several key components, including Schedule, Plan, Cost, and Scope Management. Methods that will be used to measure project performance will be discussed and reviewed, and agreed to during the planning phase of the project, but typical methods for measuring the quality of the installation include:

- **Installation Quality**—Provision of Services and deployment of devices with quality and accuracy, with minimum errors, exceptions, and re-work, and minimal impact to the utility’s operating organization. Attention to customer satisfaction, including positive interactions with all customers, completion of deployment with minimal customer complaints, and zero complaints to the utility or The City of Fort Lauderdale, and finally, timely and complete route saturation for assigned modules and associated devices, with no non-automated/non-attempted and associated devices left behind.
- **Training Effectiveness**—Several methods for training for an AMI project typically include a combination of instructor lead, virtual classroom, and web-based training methods. In addition to tracking and monitoring training completion, measuring training effectiveness is also important. If, as a result of training, trainees are using appropriate skills learned during the training on the job, then you would expect that to positively impact performance. A wide variety of indicators can be employed to measure

the impact of training on performance – numbers of complaints, output per hour, and so on. It is hard to be sure that training has made the difference without comparing it to a control group – a group of employees who have not been through the training. We will work with The City of Fort Lauderdale to identify the training success parameters for this project.

- **Data Quality**—Measurement is a necessity at the enterprise level. There are a few modern approaches that Black & Veatch uses to measure data quality, but the one most widely used as a best practice is to 1) understand the subject and 2) define the business rules. So, for number 1, even though the focus is on the quality of meter data, the subject, in this case, might be the customer and associated rules that are measured for each customer (consumption, payment history, customer complaints, etc.). Black & Veatch will collaborate with The City of Fort Lauderdale on this approach if desirable and develop the business rules to measure data quality of the AMI system effectively.

How is quality reported

Quality measurements are reported to the program leadership team during weekly program review meetings using graphical and tabular displays. In addition to showing current weekly measurements, Black & Veatch uses planned, actual, and forecast charts as well as depicting trends in quality over time.

How is quality enforced

Quality enforcement is done in several ways. At the center of quality enforcement are well-documented procedures and training on those procedures. Secondly, identifying the quality criteria (discussed above) and measuring these criteria enables us to evaluate the quality. And lastly, but tantamount to quality criteria and measurement, is the potential for rewarding quality work for those quality elements of the project that are in control of project team members (e.g., field installation team).

TASK 2 – DATA RECONNAISSANCE

Project Kick-Off Meeting and Communication Plan

The Project Kick-off meeting is one of the most important tasks of the project as it sets the stage for project success by initiating teamwork and collaboration. We will identify project goals and success factors for each participant and the overall program during this meeting. We will establish the vision for defining success for each project phase (begin with the end in mind), define how we will communicate, and set parameters for functioning as a high-performing team.

This exercise will clarify the overall program plan and participants’ expected roles. It will provide an understanding of the current state from which the City of Fort Lauderdale would transition from the current environment to the proposed solution moving forward.

Workshop No. 1: AMI Technologies Overview

For the City of Fort Lauderdale to evaluate AMI Solutions effectively, Black & Veatch has found that it is important to have a sound understanding of the AMI solution marketplace as it is constantly changing with technological improvements brought to market regularly. This includes an overview of AMI systems, the available water AMI solutions, analytical capabilities, and even knowledge of the metering infrastructure and their costs to understand the operational characteristics and nuances with

implementation. The current trends and the strengths/challenges of each technology type are important considerations too.

Black & Veatch maintains an interactive inventory, including infrastructure data from all main meter manufacturers and AMI vendors. We will consolidate the data and make it easy to digest and explain. We will conduct an interactive workshop to provide staff with an overview of the AMI technologies available and worth considering. AMI is a fast-developing industry, and we would expect additional capabilities to present themselves even between the preparation of this proposal and any start of work. We will endeavor to make the current technologies discussed as up-to-date as possible and correct through 2021 at a minimum. The AMI data will look at leak detection capabilities and how the vendors are saving water, time, and effort with their systems.

To the right is a base evaluation of the communication technology and example vendors. We have also included a screenshot of a small portion of our in-house Technological Summary database on the following page, which is actively updated every year with the major technology vendors and their main specifications. While looking at the past, we also look at the future for upcoming trends and new technologies, evaluating every vendor on its analytical capabilities, add on sensors for items like water quality, distribution leak detection, pressure management, wastewater, and more.

TECHNOLOGY & EXAMPLE VENDORS

COMMUNICATION TECHNOLOGY	AMI VENDORS
Point to Point	Sensus, Aclara, Master Meter, Mueller Systems, Neptune
Mesh	Landis + Gyr, Honeywell, Eaton, Itron, Kamstrup, Zenner
Cellular	Badger Meter, Neptune, Smart Earth Technologies, Technolog, Metron-Farnier

		AMI TECHNOLOGY SUMMARY				
		Aclara STAR	Badger Orion Migratable	Badger Orion Cellular	Itron Choice Connect (100W)	Itron OpenWay RIVA (500W)
Network Other	Do you require an AMR to AMI migratable system?	AMI Only, Migratable in near future	Migratable	AMI Only	Migratable	Migratable
	What is the minimum level of encryption required?	AES 128	Yes: 16bit-CRC (Cyclical Redundancy Check) error checking algorithm	AES 256	AES 128	AES 128 (mobile mode) AES 256 (network mode)

Interview Meetings

Black & Veatch will deliver a project communication plan to engage The City of Fort Lauderdale stakeholders that meets the agreed-upon timing and objectives of the District. We will organize and facilitate workshops and individual interviews to access the data needed and build up the requirements

and business process needs. A dashboard may be developed to enable and update progress tracking for ease of updating The City of Fort Lauderdale leadership.

Black & Veatch will utilize a business process needs (BPN) assessment approach along with the knowledge of the interview participants to identify efficiently, record, and document the current processes impacted by a change in metering technology and capture any specific processes that could be improved through the implementation of a new AMI system. Black & Veatch will work with The City of Fort Lauderdale to ensure that the BPN workshops include all appropriate stakeholders and address the necessary areas. Based on previous experiences, the workshops/interviews would include some of the following categories.

Interview Meetings: The City of Fort Lauderdale Water - Subject Matter Experts (SMEs)

- **Customer Services:** Water Conservation, Contact Center, Field Services, New Business, CIS
- **Engineering:** Distribution Planning, Mapping, Pipeline Improvements, Design
- **Finance and Accounting:** Purchasing, Risk Management, Auditing, ISD, Treasury, Office of Budget, and Rates
- **Information Technology:** IT, Systems, and Integrations
- **Operations & Maintenance:** Construction, Facilities, Distribution, Water Quality, Regulatory and Security
- **Supply, Planning:** Asset Management, Meter Testing

Black & Veatch will leverage our extensive library of utility operational and AMR/AMI processes to accelerate this process and complete the effort within the proposed timeframe. Based on this, Black & Veatch proposes that the workshop groups be focused on key subject matter experts and the business process owners. The key objectives of the approach are to understand the current state of operations and meter program, define baseline future state business processes, document gaps in existing business processes, and identify opportunities for improvement with AMI. Black & Veatch understands that some individuals will be in multiple workshops and will schedule them to facilitate maximum participation with deference to the need of The City of Fort Lauderdale team to perform their normal work activities while also supporting the project. We also expect that some conversations will need to be conducted on an individual level depending on these work commitments. Our team's deep expertise in water metering and water utility operations, metering, AMI, CIS, Meter Data Management Systems (MDMS), data analytics, and other relevant processes and technologies will enable us in collaboration with The City of Fort Lauderdale project management to determine which staff are needed for each workshop and allow us to address the important aspects immediately, driving thoughtful but efficient collaboration.

Workshop No. 2: Integration and CIS Considerations

It is expected that The City of Fort Lauderdale will have multiple integrations of software platforms within the duration of the AMI project. These integrations need to be monitored and managed actively. Black & Veatch has conducted system integrations beyond AMI, including payment solutions, AS400, CIS, GIS, CMMS like IBM's Maximo, customer engagement platforms and IT systems upgrades and replacements.

This deep knowledge will enable us to make sure that the understanding of integration with these systems will be made correctly and the possible issues visualized and tackled without error. For example, Black & Veatch is actively working with IBM Maximo's "Monitor" platform to enable streaming data sets and analysis to run through the platform.

Surprisingly, system integrations are often a secondary thought in business cases for AMI, so we are glad to put a fuller focus on these through this workshop. We also added IT to the internal interviews so that we can get ahead of any software and cybersecurity issues that may have surfaced since the last evaluations. The Black & Veatch integration team has led more than 50 implementations that often include multiple integrations. The team has also upgraded and expanded enterprise GIS systems as a function of these projects when required.

Current Needs Analysis Report

Following the workshops, Black & Veatch will assemble information obtained. The package will include notes, a complete list of business process areas, observed gaps between current and desired states, anticipated process changes, any desired additional system enhancements, and processes improvement/standardization areas.

Black & Veatch's Business Process Needs Analysis approach has been utilized successfully on many other similar engagements providing the necessary direction and guidance regarding the next steps in the metering technology (AMI) life cycle. This analysis will provide a high-level overview of your metering processes, highlight areas for improvement and identify departments and processes that will benefit the most from an AMI metering system, facilitating process delivery improvements across the utility.

Information gathered in these meetings is also needed to build the RFP that has little to do with AMI functional requirements. Combining the functional needs/goals with the current status of the water utility will allow Black & Veatch to assure all needs are met.

Included Workshops in this section will be:

- Workshop: Kick-Off/RFP Development
- Workshop: State of the Art AMI
- Workshop: Integration and CIS Considerations

We have one of the most advanced understandings of metered data and billing system integrations in North America. Our work has even included emergency repair work such as that provided to the Cleveland Water Department (CWD) since 2012 and continues today. After implementing their AMI and CIS systems (Itron AMI and Oracle CC&B) in 2009, CWD experienced many operational and technical issues that they could not resolve, contributing to a condition of ongoing customer service deterioration. By 2011, this situation had escalated to rampant billing issues, high customer complaint rates, budgetary pressure on unbilled revenues, and customer service paralysis. The city's mayor stepped in to initiate a "Customer Service Turnaround" effort, hiring BV to fix these issues.

While this example shows how we fixed a major problem, it also outlines the level of experience and trust within the customer billing systems community and our ability to make sure that these issues don't arrive in the first place.

- Series of Interviews: Knowledge Gathering from City of Fort Lauderdale staff

TASK 3 – MEETINGS

Black & Veatch’s structured meeting approach results in clear communication and team goals. From kickoff all the way through implementation the team ensures all team members from the City of Fort Lauderdale are clear on agendas, plans and goals for every meeting. Black & Veatch provides analysts to take meeting notes so the technical experts can focus on what they do best, delivering client value. A SharePoint site will be maintained and updated regularly as part as Task 1. The following meetings are to be expected and we have indicated at what task point they are to occur:

- Workshop: Kick-Off/RFP Development (Task 2)
- Workshop: State of the Art AMI (Task 2)
- Workshop: Integration and CIS Considerations (Task 2)
- Series of Interviews: Knowledge Gathering from City of Fort Lauderdale staff (Task 2)
- Workshop(s): Evaluation Criteria Development (Task 4)
- Workshop: RFP Finalization (Task 5)
- Meeting: Pre-Bid (Task 5)
- Meeting(s): Answering Bid Questions (Task 5)
- Meeting(s): Proposal Scoring and Ranking (Task 6)
- Meeting: Finalist Vendor Presentations (Task 6)
- Workshop: Finalist Vendor Presentations (Task 6)
- Two (2) Meetings: Vendor Negotiations (Task 7)

TASK 4 – DEVELOP EVALUATION CRITERIA

After the Needs Analysis and Data gathering, Black & Veatch will create a draft Requirements documents in a format similar to the table format below. We have found the vendors are comfortable responding to this format and understand the relationship between selecting the compliance in the base bid and its relationship to the pricing section.

6 - IT and Security Requirements		Not Compliant	Partially Compliant (Explain)	Fully Compliant	Comments/Explanation
1					
2	Req. #				
3	6.1 Endpoint Device Security				
4	6.1.1 Water AMI Endpoint Encryption: The water AMI Endpoint must have the capability to support encryption (AES256 or comparable) and ability to receive encryption commands and encrypted data via field tools, network devices, and the AMI Headend system.				

The City will benefit from a thorough evaluation by utilizing Black & Veatch's developed tools that have been tailored for the review of functional technology requirements of AMI systems and the proposing vendors.

Black & Veatch will then hold Workshop(s) in order to review all the proposed evaluation criteria and coordinate with procurement to ensure that criteria comply with City policies. Black & Veatch draws upon industry standards, best practices as well as lessons learned from all its Water and AMI customers – bringing that vast experience and customizing to the City of Fort Lauderdale’s needs.

In order to prepare for the RFP Development, we will then proceed to rank requirements importance. We are expecting that from similar projects at least 10% of the Black & Veatch listed sample requirements will be deleted. Similarly, discussions with the utility's project team will result in adding around 10% new requirements. Each water utility, though similar in operation is not identical and these differences drive the changes during the work session discussions. The bottom line is this process is much more effective than beginning with a blank sheet brainstorming session.

The ranking exercise of high, medium, and low for each requirement will also be used when we score the vendor bids as high priority receives greater scoring than medium or low priority requirements. The rankings of high, medium, and low will be kept internal to the City of Fort Lauderdale and not shared with the vendors. After the bids are received, the rankings will be used in the bid scoring exercises. The high-priority items are highlighted, making it easier to focus on them when the City of Fort Lauderdale team closely reviews several bids.

All of this allows us to create a weighted scoring spreadsheet to reflect the desired outcome of the City of Fort Lauderdale. At the end of this section, we will have completed the evaluation matrix, including all technical requirements to be evaluated.

At a minimum, the meeting to be held during this task will be:

Workshop(s): Evaluation Criteria Development

TASK 5 – PREPARING RFP SCOPE OF WORK

The next steps create the formal RFP document and all associated chapters and files. Most of the materials for the RFP will be created by the Black & Veatch Team after our requirements sessions. Still, many of the exhibits such as the GIS of meter locations, quantity of meter form factors by type, and other written information requests would have been gathered in earlier tasks. Therefore, this phase primarily assembles the RFP with much of the work completed earlier. It can be assumed that Black & Veatch will be creating and distributing various sections separately to the City of Fort Lauderdale, seeking approval by section. The utility's project sponsor will use his/her best judgment to decide who from the utility may also benefit from each section's final review/approvals. As needed, your Black & Veatch Project Manager will also review each section with the appropriate review team. We have found this is a more effective approach than sending the entire RFP to be reviewed because the client team normally has different members of their team review and approve different sections of the RFP.

Create Request for Proposal (RFP) and Associated Documents

In the above section, we defined our approach for creating the requirements, how to define the service territory with GIS shape files, etc. we now shift our efforts to building the RFP. Below we define how to combine the various files and chapters of the RFP into a single document that integrates with the City procurement standards.

The RFP will include a minimum of the following.

1. **Contractual terms and conditions:** This section will become the contract. We suggest the City provide its standard terms and conditions as part of the RFP. This allows vendors to either approve as is or take exceptions while noting the exception or providing their standard version. We also will request that the vendors provide their software agreement, Service Level Agreement and System Acceptance Testing terms. Format: Microsoft Word and editable.
2. **Technical requirements:** This Excel file would have been drafted during the onsite work session explained above. We propose to include a single Excel spreadsheet and be embedded into the Word RFP document. We will ask vendors to indicate compliance and describe how their products perform the task and meet the requirement addressed.
3. **Expected integration:** Our Integration work session would reveal all expected integrations
4. **Expected system components diagrams for SaaS or Cloud-Based:** We are asking the vendors to provide diagrams depicting their cloud and SaaS environments. We will be looking for details as to where the locations are, the level of diversity and redundancy, etc.
5. **Key performance milestones:** Black & Veatch suggests running a System Acceptance Test on 5-10% of the overall system. We would carefully craft language around performance metrics to align with the City of Fort Lauderdale’s goals. After the vendor exceeds the contractual expectations, the project would go into full deployment phase.
6. **Timeline for implementation:** We suggest a timeline for implementation be defined as part of the RFP to help manage expectations and seek commitments during the bidding process.
7. **Responsibility Matrix:** We will plan to include a responsibility matrix to reflect the roles and responsibilities between the City of Fort Lauderdale and the AMI vendor. This helps manage expectations for the deployment tasks.
8. **References:** The RFP will request the names and contact information of references. Again, including this request in the RFP saves time in later steps.
9. **Cost Template:** The RFP will ask vendors to submit proposed costs in a format defined by the City of Fort Lauderdale. This allows for a uniform cost comparison of the vendors and avoids inconsistencies in the bids. As an option, you might seek a bid directly from a metering vendor just for meters versus a turn-key meter/module. We can discuss this during the requirements session.

We suggest an Intent to Respond form be used in the process primarily to ensure the vendors received the bid and they are working on the response (emails can sometimes not reach the intended destination, so it is a good check/balance quality control process). Black & Veatch will be available to assist in answering technical questions during the bid process and create any addendums that may be necessary. We anticipate the bidders would have four to six weeks to complete the bids.

Weighted Score				Forced ranking Score Best Score is 5							
Vendor 2	Vendor 3	Vendor 4	Sub-Categories	RFP Sections			Weight	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score	Vendor 4 Score
2.10	1.70	1.73	Functional Fit (Meters and Endpoints)	Appendix C	Section 2		19%	5	5	1	4
				Appendix C	Section 3						

Our vendor evaluation process will allow the City to select the vendor with the most beneficial AMI technology that meets the City's needs.

Once the RFP is released, Black & Veatch assists in the Pre-Bid meeting. The goal of the call is to lay out the project, the vendor process and answer any high-level questions. Black & Veatch will be available to assist in answering technical questions during the bid process and create any addendums that may be necessary.

All questions on the Pre-Bid or before the bids are due shall be reviewed and documented. Black & Veatch provides technical assistance as well as suggested responses based on industry knowledge. Some vendors can use questions as a way to differentiate their product, so it is important to understand the ramifications of the answers.

The meetings to be held for this task will be:

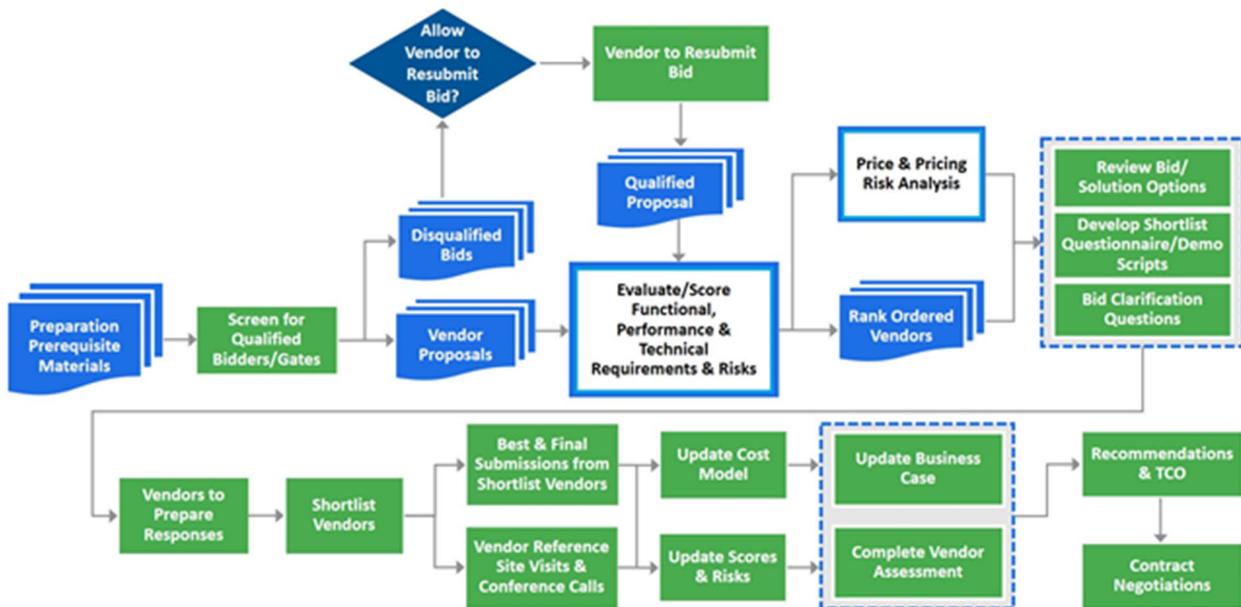
Workshop: RFP Finalization

Meeting: Pre-Bid

Meeting(s): Answering Bid Questions

TASK 6 – EVALUATE VENDOR PROPOSALS

Once the proposals have been received, Black & Veatch will process with data and make it easily consumable into our scoring categories, so the City of Fort Lauderdale can focus on the documents that apply to each section in a manageable way.



Black & Veatch plans to closely review the AMI bids and support the Core Team members at the City of Fort Lauderdale while they read and score 100% of the specifications. Regarding the list of the top-weighted attributes, we request that the City of Fort Lauderdale team collectively score these items as a team. We plan to explain the approach for this with the Project Sponsor as we reach this point in the

project. Black & Veatch will provide the Excel spreadsheet for this as the weighting percentages will be included. At the minimum, Black & Veatch will complete the following bid analysis:

1. Review the proposals for completeness.
2. Review the proposals to assess requirement compliance.
3. Provide technical guidance and insight into each RFP response. We look for signs of schedule-adherence, integrity, professionalism, etc., every step of the way.
4. Assess proposed costs in each proposal, including the initial and recurring costs. We also will normalize the pricing (e.g., annual costs likely escalated 3% per year, one vendor quoted server hardware, inconsistencies with database license costs, and other edits to normalize the bids). Anything we change, we typically use red font italic to indicate we added or subtracted some components. We will also make assumptions for ongoing maintenance, such as visiting each collector once every two years for one hour. Therefore, vendors with 500 collectors would have higher costs than vendors with 200. We would apply appropriate maintenance costs for tower-based AMI bids for tower maintenance. If any tower site rentals would be needed, we add costs for tower rentals. If the City of Fort Lauderdale would like to assume private backhaul and we conclude each site will cost, let's say \$4,000, then any non-backbone collector would be allocated \$4,000 as a one-time fee.
5. Assess and Score the RF Design from each bid. The vendors typically create technical questions based on their proposed design for the short-list onsite vendor sessions. Evaluate their propagation study provided, heights and locations of all collector site antennas, the number of collectors and repeaters proposed, expandability/scalability for future unidentified programs, review how cellular was proposed to be used, and other details that will impact the coverage and resiliency of the bid.
6. Review the level of risk with each solution as it relates to:
 - a. System integration issues
 - b. Technology obsolescence based on the age of the proposed technology
 - c. Issues that could cause cost overruns include assuming cellular collectors in areas where cellular coverage is spotty.
 - d. Operational logistic challenges
 - e. Level of "openness" with technology
 - f. Gaps in clarity that would be best to identify during the upcoming vendor demo meetings
 - g. Other topics suggested by the City of Fort Lauderdale

We plan to set up a webinar work session to guide the City of Fort Lauderdale project team through evaluating all proposals. As Black & Veatch presents our analysis, we will progress from a high level to a lower level of detail for this work session. We want to stress it is human nature to gravitate towards focusing on the preferred vendor. However, the first step towards selecting the best vendor is to

eliminate the least attractive bids. Therefore, all the important selection criteria identified in earlier tasks will be used to score the bids.

The topics to be covered in this work session include the following:

- Review the City of Fort Lauderdale’s ranking of the top attributes. The City of Fort Lauderdale team would have done this prior to this work session as a team.
- Review and discuss the scoring of responses and scoring and the critical questions included in the RFP, also assessed. We bring back the high, medium, and low requirement weightings into this analysis.
- Review pricing and pricing options and Black & Veatch’s pricing normalization assumptions. We plan to take about 40 rows of pricing entries and summarize about six categories of costs rolled up into logical groups, i.e., one-time software, meters and modules, field equipment, annual recurring fees, etc.

The objective of the work session is to migrate to a shortlist of the top 2-4 bids and begin documenting questions for the onsite meetings. From previous client projects for the onsite AMI work sessions, vendor agendas can normally be created within a week from this work session.

Based on the Black & Veatch and the City of Fort Lauderdale’s evaluation of the responses, we will refine our plan for the onsite demonstrations to clarify vague or unclear topics further or discuss any pricing items that looked like a mistake or missing.

Also, sometimes we ask for best and final prices before the onsite meetings. However, we generally find it is more effective to wait until after the onsite session.

The meetings to be held during this period will be:

Meeting(s): Proposal Scoring and Ranking
Meeting: Finalist Vendor Presentations
Workshop: Finalist Vendor Presentations

TASK 7 – VENDOR NEGOTIATION AND CONTRACTING

Upon selecting the final vendors, Black & Veatch will support the City in the final negotiation and execution of the required vendor agreements. During this task, Black & Veatch will take on the role of “Trusted Advisor,” whereby the vendor negotiation and contracting process should include the following key activities:

- Vendor negotiation strategy
- Initial preparation for negotiations
- Develop statement of work
- Negotiate contract terms
- Execute final contract

As the City's trusted advisor, it is expected that Black & Veatch will primarily support the development and review of the technical and functional aspects of the solution for the contract documents in support of the City. Thus, the following descriptions of the expected activities of negotiating and contracting for the vendor agreements will be primarily executed by the City.

Develop vendor negotiation strategy

Preparation is critical to contract negotiations, and establishing a negotiation strategy is a key part of preparations. The City will need to develop a negotiation strategy that may include the following elements:

- How the City would share risks and rewards with the vendor — Here, it will be helpful to consolidate and analyze general implementation risks, risks specifically associated with the selected vendor based on the proposal on previous City experience.
- Desired cash flow, capital, and O&M budget constraints of the City.
- Starting points and targets for negotiations, including for example:
 - Hardware and software licensing, upfront and incremental licenses as the City grows.
 - Service Level needs for any Software-as-a-Service (SaaS), Network-as-a-Service (NaaS), or Managed Services planned.
 - Professional Services and expected support needs for the duration of the deployment project.
 - Warranty period and warranty start date/milestone for hardware, software, and documentation.
- Annual maintenance and support for major system components, with desired response time, response resources (skilled labor versus phone answering service), and support hours (i.e., office hours, extended office hours, 7 X 24).
- Payment milestones, holdbacks, and penalties.

Develop Statement of Work

Black & Veatch will support the City in developing the initial contract Statement of Work (SOW), technical specifications, and service level agreements as the basis for negotiations with the vendors.

This effort will cover:

- Initial technical specifications (functional and performance specifications combining the City RFP and vendor response documents).
- Initial draft of the statement of work (consolidating the City RFP and vendor response documents along with a list of deliverables).
- Initial draft of the Service level agreements.
- Initial draft of the acceptance process and criteria.

Contract negotiations

The City negotiations on contract terms will include:

- Preparation of the City negotiation team for negotiation sessions (including developing a plan for each session, reviewing key issues for the session, and expected outcomes).
- Technical negotiation sessions where work scope and performance are being addressed.
- Pricing negotiations sessions.
- Post-session wrap-up notes, including follow-on tasks.
- Team review sessions to discuss the outcome of each negotiating session and revisions to the negotiating strategy as appropriate based on outcomes from each session.

Execute vendor contract

This subtask represents a milestone for the AMI Technology procurement.

Deliverables

- Agreement SOW and performance/service levels for each selected vendor (AMI, Installation contractor.)

The meetings anticipated during this period will be:

Two (2) Meetings: Vendor Negotiations

TASK 8 - IMPLEMENTATION / OWNER'S REP (CONTINGENT ON FUTURE FUNDING APPROVAL)

Black & Veatch has extensive experience in providing project management and implementation oversight through this phase of an AMI project. We can provide an expansive approach, where we would be leading and overseeing much of the project activity; a more limited approach, where we would be supporting the City as an advisor (i.e., Owners Engineer) providing oversight and advice to the City as the primary program managers; or somewhere in between.

Here are just a few areas where Black & Veatch can work with the City and the Vendor to Engage in Project Outreach and Communications Plan, facilitate the Project Kickoff meetings, build a Project Execution Plan, and support solution deployment.

Outreach and Communications Plan

Working closely with the City of Fort Lauderdale, the Black & Veatch team will develop a program to promote awareness among key stakeholders of the project. A communication strategy and detailed tactical plan for the implementation will be developed to accomplish this. Key stakeholder communications will be created for, among others, the councils and regulatory bodies, employees, and consumers. This task includes assisting the Utility Smart Grid team in developing a strategic messaging and communications outreach plan.

Black & Veatch will facilitate a half-day workshop with Smart Grid Project team members and any other interested stakeholders to identify the specific communications requirements, including:

- The specific audiences or targets of the communication campaign
- The information content to be disseminated to each of the audiences
- The vehicle by which the information content will most effectively be communicated to each
- Reusability of materials
- Responsibilities and assignments for Black & Veatch and the City of Fort Lauderdale

Black & Veatch will summarize the results and decisions in a brief recommendations document.

The Black & Veatch Team will develop a master presentation that includes content to address all identified audiences and stakeholders and assist the Water Utility AMI team in developing strategic messaging.

Subsequently, several individual presentations will be prepared using subsets of the master presentation content to focus the correct message for the given audience. The actual delivery of these presentations to the specific audiences will likely be a combination of Black & Veatch team led or Fort Lauderdale led events. For briefing internal stakeholders, we would expect that Black & Veatch team members would be delivering the presentations and facilitating associated discussions. For external presentations such as regulators, customers, and media, we would expect Fort Lauderdale personnel to lead those, with any necessary support as may be needed in preparation or follow-up provided by Black & Veatch personnel.

Project Kickoff Meeting

The project kickoff meeting is intended to establish the City's internal project team and introduce the City's team to the Vendor project team. Project scope, timeline, and roles and responsibilities will be discussed and agreed upon.

Black & Veatch will prepare for and conduct a Project Kickoff meeting with Core Project Team Members, Vendors, and Key Stakeholders to provide:

- Project Scope
- Project Timeline
- Communications Plan
- Roles/Responsibilities

Project Execution Plan Oversight

Black & Veatch knows that Quality Assurance is the critical facet of a successful AMI implementation. This is accomplished with established project controls, communications, and risk/issue management. The Project Execution Plan intends to bring all project parties together to level-set and define expectations on major project items. Black & Veatch focuses on the overall AMI program as a whole – the AMI vendor will have their schedule, the meter installation firm will have a schedule, the integration group will have their schedule, Black & Veatch oversees all moving parts to track the work of each of the project managers through an integrated Master Project Plan.

Deliverables

- Project Management providing a structured management approach during this implementation and deployment.
- Development and maintenance of the integrated master project plan.
- Maintenance of the risk/issue log.

Systems Integration Oversight

Black & Veatch works with the City and the Vendor to oversee Systems Integration. Black & Veatch’s role is to oversee the work to assure the vendor is meeting its commitments. Black & Veatch’s process of overseeing the system integration success is a combination of witnessing the testing or reviewing the test details witnessed by the City’s assigned testing leads. For the Initial System Acceptance Test, City employees will perform the tests or witness the tests. Black & Veatch can provide checklists and suggested methodology to be used by the City employees. Black & Veatch will report items for resolution and re-testing.

FINAL SYSTEM ACCEPTANCE AMI SYSTEM COMPONENT METRICS SCORECARD										
Target values for the Final System Acceptance Performance Metrics included are to be met or exceeded for a period of 30 consecutive days.										
Metric	Target	Jan 4	Jan 5	Jan 6	Jan 7	Jan 8	Jan 9	Jan 10	Jan 11	Jan 12
Daily Read Performance	99.50%	99.76%	99.75%	99.76%	99.45%	99.77%	99.77%	99.78%	99.77%	99.57%
Billing Read Performance	99.75%	99.86%	99.86%	99.86%	99.87%	99.86%	99.87%	99.86%	99.87%	99.87%
High Revenue Read Performance	99.50%	99.86%	99.86%	100%	99.96%	99.99%	100%	99.99%	99.89%	99.89%
Interval Data Read Performance	99.00%	99.83%	99.84%	99.84%	99.81%	99.82%	99.85%	99.86%	99.85%	99.86%
Individual Meter ODR	95.00%	96.87%	95.24%	95.23%	96.85%	95.90%	95.96%	95.85%	96.11%	96.87%
Group ODR	95.00%	96.71%	96.73%	96.52%	96.91%	95.29%	96.41%	96.43%	96.76%	96.76%

Figure: Example of AMI Component Metric Scorecard

Black & Veatch can lead technical review meetings with designated internal and external resources to monitor progress and identify roadblocks for the duration of the system integration. If the City needs additional testing resources, Black & Veatch can propose additional resources for hands-on testing.

Deliverables

- Integration Coordination to include oversight of Integration Design, Development, and Testing
- Integration Progress Tracking and Reporting

AMI DEPLOYMENT

As a result of Black & Veatch’s extensive AMI project experience, we have found that to deploy an AMI system successfully, the project management team needs to address deployment oversight, project communications, and proper controls through phase gating and overall system acceptance. Black & Veatch will fulfill the role of “owner’s engineer” and work with the City and the Vendor to coordinate the deployment efforts. Black & Veatch will provide subject matter experts and support resources as needed.

Black & Veatch can provide the following services for this AMI Deployment Project Management:

- Provide structured project management during this deployment period.
 - Project Tasks executed in a timely and organized fashion.
- Coordinate with the City and Installation Coordinator to develop the Field deployment plan incorporating process and procedures for:
 - Supply chain
 - Contract employee protocols
 - Warehouse functions
 - Training
 - Field installation
 - Data Quality Assurance
- Perform oversight reviews and coordinate status meetings to review progress, review meter count progression, and identify areas where deployment activity is expected.
- Provide ongoing planning, troubleshooting, support for the management of this deployment.
- Review, monitor, and ensure that the communications plan is followed to ensure that customers, project team, steering committee, and City staff are aware of pertinent information regarding the AMI deployment project.

Deliverables

- Project Management providing a structured management approach during this deployment phase.
- Coordination with the City and Installation Coordinator to develop the field deployment plan.
- Oversight reviews and coordination of status meetings to review progress.
- Ongoing planning, troubleshooting, and support for the management of the full deployment.
- Review, monitoring, and assurance that the communications plan is followed.

References

Water AMI System Replacement

CITY OF HOLLYWOOD | HOLLYWOOD, FL

The City of Hollywood, located along the coast in southeastern Florida, serves 143,000 customers through its water distribution system that includes 44,000 water meters. The City engaged Black & Veatch to help them replace their aging water AMI system by initially assessing their current state and educating them on new AMI technology options.

Black & Veatch has been subsequently engaged to facilitate the Vendor Solicitation process for AMI Technology and Endpoint replacement services.

These activities include requirements gathering, vendor identification, RFP packaging and issuance to qualified vendors, vendor response gathering, facilitating the City review and scoring of responses, managing vendor shortlist presentations, and contracting support. As is typical of a Vendor Solicitation, this process will also support the City in addressing the broader high-level project-related issues such as deployment planning and scheduling, project financial and staff planning, IT integration, and organizational change management.

Specialized Project Value

- Understanding of current industry offerings
 - Addressing obsolescence of their current metering system
 - System replacement planning
 - Deployment plan, sequencing, and schedule
 - CIS integration efforts
 - Field area network and endpoint deployment logistics

OWNER REFERENCE

City of Hollywood
2600 Hollywood Blvd
Hollywood, FL 33022

Vivek Galav
Water Utility Director
+1 954-967-4455
VGalav@hollywoodfl.org

HARDWARE AND SOFTWARE ENVIRONMENT

- Aclara Star
- Munis
- Paymentus

SERVICE DATES

- Phase 1: July – September 2020
- Phase 2: January – September 2021

STATUS OF IMPLEMENTATION

Starting Vendor Solicitation

KEY RESOURCES AND ROLES

- Marc Lipski, Project Director
- Chris Barlow, Project Manager
- Joe Turgeon, Engagement Lead and Subject Matter Expert
- Andrew Chastain-Howley, Water Metering SME

PROJECT COST

- Confidential

Water AMI Business Case and Feasibility

CITY OF SUGAR LAND | SUGAR LAND, TX

The City of Sugar Land is a growing suburb of Houston. This utility has about 45,000 water accounts. AMI is an enabling technology that supports this wide range of opportunity and potential benefit areas. In 2016 and 2017, Black & Veatch performed an assessment for the City that involved that strategy and AMI feasibility and business case analysis. Black & Veatch's approach was to review the City's current situation and requirements, evaluate the results and effectiveness of various AMI architectures, access relevant market-leading solutions, evaluate available options and scenarios, identify pilot designs and recommend the appropriate actions for the City to pursue. In addition to examining the core meter-to-cash process, Black & Veatch will evaluate, analyze and recommend the viability of using smart meter technologies to improve leakage and pressure management; water distribution operations and maintenance; water quality monitoring; and productivity and efficiency through less truck rolls while enhancing customer service.

Specialized Project Value

- Remotely and continuously monitored and diagnosed problems, preemptively prioritized and managed maintenance issues, and remotely controlled and optimized all aspects of the water distribution system using data-driven insights.
- Provided customers with the information and tools they need to make informed choices about their behaviors and water usage patterns.
- Provided the cost benefits of using smart meter technologies for production, distribution, meter shop, and customer service.
- Evaluated the use of such technology within the following categories:
 - Leakage and Pressure Management
 - Water Quality
 - Monitoring distribution Operations and Maintenance, and
 - Water meter replacement planning

OWNER REFERENCE

City of Sugar Land

2700 Town Center Blvd.
North Sugar Land, TX 77479

Brian J. Butscher

Assistant Direct of Public Works

+1 281-275-2456

BButscher@Sugarlandtx.gov

HARDWARE AND SOFTWARE ENVIRONMENT

To be determined

SERVICE DATES

2019-Ongoing

STATUS OF IMPLEMENTATION

Starting RFP Preparation and Vendor Solicitation

KEY RESOURCES AND ROLES

- Marc Lipski, Project Director
- Tom Bohrer, Engagement Lead and Subject Matter Expert
- Andrew Chastain-Howley, Water Metering SME
- David Sayers, Water Audit SME

PROJECT COST

- Confidential

CAPABILITIES DEMONSTRATED

- Water AMI Technology Overview
- AMI Business Case

Smart Meter Strategy

JACKSONVILLE ELECTRIC AUTHORITY | JACKSONVILLE, FL

Jacksonville Electric Authority (JEA) chose Black & Veatch to perform a detailed AMI strategy and business case for their 300,000 electric meters and 350,000 water meters.

Black & Veatch developed an AMI strategy to effectively manage the transition of water and electric metering technology from first generation to second generation AMI technologies. This included stakeholder requirements, scenario analysis, benchmark evaluation, and recommended strategies. Program objectives included reviewing JEA's current meter strategy and identifying JEA's desired future state. BV assisted them by evaluating different strategy options, reviewing metering industry benchmarks and best practices, and then presenting the recommended strategy to JEA's Senior Leadership Team.

AMI Business Case

Subsequent to this work, JEA retained Black & Veatch to develop a detailed business case for JEA to examine their options and determine associated costs and benefits. BV provided this solution by reviewing the electric and water meter strategy and developing meter strategy scenarios to transition to the future state. JEA migrated from Cellnet AMR to a Gridstream AMI system.

Specialized Project Value

Black & Veatch helped JEA transition to a dual-protocol system. Their challenge was to understand how to leverage the AMI system to accommodate the Clean Power Plan and leverage the AMI system for non-meter reading technology. On the water side, JEA was deciding how to move from drive-by AMR to AMI. BV evaluated multiple water deployment strategies that would be different from their electric system.

Their financial payback on the water side was not nearly as robust as their electric side, so Black & Veatch recommended a run to failure approach. The benefit for JEA was identifying a financially prudent and operationally effective strategy for surgically converting AMR to AMI for water endpoints and then identifying a threshold deployment density whereby it would make sense to mass deploy AMI on their water meters proactively.

OWNER REFERENCE

Jacksonville Electric Authority
21 West Church Street
Jacksonville, FL 32202

Brandon R. Cottrell

Program Manager Customer
Field & Meter Services
+1 904-665-6000
cottbr@jea.com

HARDWARE AND SOFTWARE ENVIRONMENT

- Cellnet Fixed Network AMR
- L+G Gridstream AMI
- Oracle CC&B
- Siemens eMeter

SERVICE DATES

2015 - 2016

STATUS OF IMPLEMENTATION

Completed

PROJECT COST

- Confidential

CAPABILITIES DEMONSTRATED

- AMI Strategy
- Business Process Modeling
- AMI Business Case

AMI Integration and Meter Analytics

KANSAS CITY BOARD OF PUBLIC UTILITIES | KANSAS CITY, KS

Kansas City Board of Public Utilities (BPU) has an Elster AMI system for its 63,000 customers. Black & Veatch was engaged for analyzing the AMI data and aiding with metering system analysis and upgrades for almost 5 years. Project tasks include troubleshooting meter interface unit and mechanical meter body issues. The project also incorporated a “first-of-its-kind”, helping BPU to manage their distribution system water losses by integration of the AMI data with other BPU systems and software.

Black & Veatch also worked on the rich data set from the consumption meters to develop a more accurate future system demand curve for annual budgets and more effectively determine the timing on capital improvement projects to meet system growth.

Worlds First Automated Non-Revenue Water Loss Audit using AMI

This project includes the world’s first automated water audit which integrated AMI consumption and multiple SCADA supply data points in near real-time. The project actively calculated water production and water consumption to measure apparent and real water losses daily. What used to take several individuals many hours to calculate happens automatically each day.

Other project details:

- Diverse customer mix – residential, parks, schools, light commercial, industrial, and agriculture.
- Kansas BPU upgraded their Elster AMI system without impacting data connectivity or accuracy.
- Following AWWA M36 Water Loss Measurement Standard
- Piloted in a pressure zone of 12,000 meters, scaled to all pressure zones of 63,000+ meters.

Specialized Project Value

- Set up analysis tools for BPU staff to monitor AMI system from total aggregation down to an individual customer level.
- Saved over \$200,000 in water treatment and pumping costs since 2017.
- A single point of truth used by employees of Kansas BPU at all levels.

OWNER REFERENCE

Kansas City Board of Public Utilities

540 Minnesota Avenue
Kansas City, KS 66101

Steve Green

Director of Water
Distribution
+1 913-573-9630
sgreen@bpu.com

HARDWARE AND SOFTWARE ENVIRONMENT

- Elster AMI
- Energy Axis

SERVICE DATES

2016-2021

STATUS OF IMPLEMENTATION

Completed

KEY RESOURCES AND ROLES

- Andrew Chastain-Howley,
Water Metering SME
- Ben Cownie, Business
Intelligence SME

PROJECT COST

- Confidential

CAPABILITIES DEMONSTRATED

- AMI Integration
- Integrating Multiple Data Sources
- Data Visualization
- Data Analytics
- Data Mining & Knowledge Discovery

Minority/Women (M/WBE) Participation

Black & Veatch has a strong track record of utilizing MBW/WBE/SBE firms in the local community, and we have outstanding partnering relationships with such firms leveraging quality services to meet M/WBE procurement goals under Florida Statutes.

Black & Veatch is committed to fulfilling the requirements of Florida’s MBE/WBE Business Enterprise goals and to significantly enhancing local economic development. Black & Veatch has made great strides in developing similar programs in Florida with local MBE/WBE companies on previous projects and around the country to help overcome the obstacles that prevent minority businesses from becoming effective leaders.

On this project, Black & Veatch is partnering with Dickey Consulting Services, Inc., a local sub-consultant registered with the City or with Broward County. As demonstrated by our organizational chart, we have provided a key role for each sub-consultant to participate in this project.

The City of Fort Lauderdale benefits from MBE/WBE participation in several ways. From an economic perspective, a large portion of every dollar earned is spent locally; therefore using local small business firms re-circulates money throughout the region. However, choosing a MBE/WBE firm is more than a matter of economics. **Black & Veatch makes it a priority** because it allows these firms to work on large-scale projects from which their size or resource level may have precluded them. By utilizing M/WBE firms in significant roles, we support the development of their abilities and increase their resources, enabling them to operate more competitively in the marketplace.

RECOGNITION 

Federal Small Business Administration

Award of Distinction awarded for exceptional success in promoting small business utilization. Only achieved by 2% of large federal contractors

Category “A” firm Designation based on subcontracting programs and statistical results that small, small disadvantaged, 8(a) and woman-owned businesses provided with the maximum practical opportunity to participate in our projects.



BLACK & VEATCH VALUES SUPPLIER DIVERSITY

We are committed to the participation of minority, women’s, and underrepresented enterprises in our projects through mutually beneficial business relationships. This commitment is based on the strong belief that supplier diversity supports our mission of building a world of difference and can help us realize our vision of leading the industry in value creation for our clients and their constituents.

State of Florida

Woman & Minority Business Certification

Dickey Consulting Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/13/2020 to 04/13/2022



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Sub-Consultants

COORDINATION WITH SUB-CONSULTANTS

The City will have access to a local team of professionals with expertise in stormwater design, climate change, sea-level rise, surveying, public relations, community outreach, geotechnical services, and the comprehensive capabilities to deliver this project successfully.

Black & Veatch regularly teams with local subconsultants to complement our comprehensive engineering services capabilities. During preliminary discussions of the project scope, Black & Veatch will identify the subconsultant Team members that will be utilized during the project.

Each sub-consultant's scope and fee will be developed, and each project-specific contract between Black & Veatch and a consultant Team member will be processed upon your approval. The subconsultant contract will be adhered to during project implementation. Should additional subconsultant services be identified during a project, a change order will be developed by Black & Veatch and approved by you before proceeding. Black & Veatch will review subconsultant deliverables prior to delivery to you.

We have teamed with several local subconsultants to best support this project. We have chosen firms that we have worked with in the past and are confident in their abilities to support this project.

SUBCONSULTANT MANAGEMENT

You will receive services from Black & Veatch subconsultants as an extension of your own staff. Each subconsultant participating on an assignment will be required to have input on scoping, schedule, and cost on the front end of a project.

Black & Veatch requires subcontractor deliverables to engage the same quality management procedures as our own staff. Deliverables will always be reviewed and transmitted by Black & Veatch to our client unless other arrangements are made in advance of the assignment.

AECOM

AECOM

Technical Advisory

3201 W Commercial Blvd, Fort
Lauderdale, FL 33309

Balancing the need for safe, reliable water systems while incorporating advanced technologies for optimum delivery requires a deep understanding of interconnected water flow patterns; as well as the implementation of cutting-edge technology that can help track changes in user trends and demand, detect flow anomalies; while helping shift water flow patterns as necessary.

As a world leader in Water Systems Program Management, AECOM has worked with clients in upgrading their metering systems by supporting their due diligence to automatically collect consumption, diagnostic and status data from water devices which then help transfer that data to a central database for billing and analysis. From initial master planning through final construction and operations and maintenance services — on both traditional and alternative project-delivery options; AECOM assists with strategic decisions related to

meter and system automation, improving utility operations, customer services, or other aspects available from a Smart Grid platform.



Dickey Consulting Services, LLC

Public Relations

1033 NW 7th Street, Suite 206
Fort Lauderdale, FL 33311
+1 954-467-6822

Dickey Consulting Services (DCS) is an economic development, government relations, project management, and communications consulting firm. The organization and its associates provide services to public and private enterprises, coordinating, implementing, and promoting projects related to economic and community development, government relations, business development, housing, public relations, public involvement, and other marketing initiatives.

DCS provides guidance on developing effective partnerships and achieving collective objectives, working closely with administrators, public officials, elected officials, and various community/civic groups to develop and initiate public involvement and public relations programs. DCS has the capability to work on multiple projects simultaneously and ensure successful completion.

Required Forms

a. Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

11/1/2022 DATE (MM/DD/YYYY) 3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Lexington Insurance Company	19437
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 18376319 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GLO 4641358 GLO 1365630	11/1/2021 11/1/2021	11/1/2022 11/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BAP 4641355 (AOS)	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 4641353 (AOS) WC 4641354 (ID, MA, WI) WC 1365632 WC 1365631 (NE)	11/1/2021 11/1/2021 11/1/2021 11/1/2021	11/1/2022 11/1/2022 11/1/2022 11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	026030198	11/1/2021	11/1/2022	\$10,000,000 PER CLAIM \$10,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NUMBER: 8113826.3500; PROJECT NAME: 12648-1026 ADVANCED METERING INFRASTRUCTURE (AMI) CONSULTANT SERVICES; PROJECT MANAGER: BOHER, TOM;
GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. CITY OF FORT LAUDERDALE IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES.
30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER	CANCELLATION See Attachments
18376319 CITY OF FORT LAUDERDALE 100 N. ANDREWS AVENUE FORT LAUDERDALE FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joseph M. Amello</i>

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: GLO 4641358, GLO 1365630

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2021	11/1/2022	11/1/2021			
GLO 1365630	11/1/2021	11/1/2022	11/1/2021			

Named Insured: BLACK & VEATCH MANAGEMENT CONSULTING, LLC

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2021

Named Insured: BLACK & VEATCH MANAGEMENT CONSULTING, LLC

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2021	11/1/2022	11/1/2021			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH MANAGEMENT CONSULTING, LLC

Address (including ZIP code): 11401 LAMAR AVE OVERLAND PARK KS 66211

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of the Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
AS REQUIRED PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Policy No. WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632, WC 1365631 (NE)

Insured: BLACK & VEATCH MANAGEMENT CONSULTING, LLC

Effective Date: 11/1/2021

The below forms have been completed in the BidSync site.

[c. Disadvantaged Business Enterprise Preference Certification \[if applicable\]](#)

Black & Veatch is not a Disadvantaged Business Enterprise.

[d. Non-Collusion Statement](#)

[e. Non-Discrimination Certification Form](#)

[f. E-Verify Affirmation Statement](#)

[g. Contract Payment Method \[if applicable\]](#)

[h. Proposal Certification Complete and attach the Certification](#)

Solicitation 12648-1026

Advanced Metering Infrastructure (AMI) Consultant Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12648-1026

Advanced Metering Infrastructure (AMI) Consultant Services

Bid Number **12648-1026**

Bid Title **Advanced Metering Infrastructure (AMI) Consultant Services**

Bid Start Date **Feb 22, 2022 9:41:04 AM EST**

Bid End Date **Mar 30, 2022 10:00:00 AM EDT**

Question & Answer End Date **Mar 9, 2022 5:00:00 PM EST**

Bid Contact **Erick Martinez**
Senior Procurement Specialist
Finance
954-828-4019
emartinez@fortlauderdale.gov

Contract Duration **2 years**

Contract Renewal **2 annual renewals**

Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, FL (City) is actively seeking qualified, licensed, experienced firm(s) to provide consulting services for the development of a Request for Proposals (RFP) for a citywide Advanced Metering Infrastructure (AMI) solution for the City's water utility as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.**

Payments shall be made by they City's Visa or Mastercard (P-Card).

Bid opening is scheduled for Wednesday, March 30, 2022 @10:00AM (Local Time).

Bid opening Microsoft Teams Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTljOTMzMjgtNGNIYy00ZjUyLWJiYTctZWZiZDc2ZDRkMmI5%40thread.v2/0?context=%7b%22Tid%22%3a%228de03ec9-e412-4fb8-9a79-1b8f7a4bea90%22%2c%22Oid%22%3a%220fdc2713-463b-4d2e-8871-6afb1f7c4b20%22%7d

Added on Mar 8, 2022:

See Addendum 1 for revision to the Minimum Qualifications in Section 2.8 of the solicitation.

Added on Mar 29, 2022:

See Addendum 2 for revision of the Electronic Bid Opening link.

Addendum # 1

New Documents

RFQ 12648-1026 - AMI Solution Consultant Services Addendum 2.pdf

Item Response Form

Item **12648-1026--01-01 - AMI**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33301

Qty 1

Description

AMI

Request for Qualifications

RFQ # 12648-1026

Advanced Metering Infrastructure (AMI) Consultant Services

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

City of Fort Lauderdale



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SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, licensed, experienced firm(s) to provide consulting services for the development of a Request for Proposals (RFP) for a citywide Advanced Metering Infrastructure (AMI) solution for the City's water utility as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 BidSync

The City 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 of submitting a response to ensure familiarity with the use of BidSync. The City shall not be responsible for an offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BidSync. There is no charge to bidders to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through BidSync at 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 bidsync.com.**

1.3 Electronic Bid Openings

This solicitation will be opened electronically via bidsync.com on Wednesday, March 30, 2022 @10:00AM (EST). All openings will be held on the bidsync.com platform. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) 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 a "Microsoft Teams meeting" by using the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTljOTMzMjgtNGNiYy00ZjUyLWJiYTctZWZiZDc2ZDRkMml5%40thread.v2/0?context=%7b%22Tid%22%3a%228de03ec9-e412-4fb8-9a79-1b8f7a4bea90%22%2c%22Oid%22%3a%220fdc2713-463b-4d2e-8871-6afb1f7c4b20%22%7d

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.

1.4 Pre-Proposal Meeting

Not applicable.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Erick Martinez, Senior Procurement Specialist
100 N. Andrews Avenue, 6th Floor

Fort Lauderdale, FL 33301
Telephone: (954) 828-4019
E-mail: EMartinez@FortLauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A platform provided by BidSync at bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or 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. Submission of a proposal will be considered evidence that the proposer has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. 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 Debarred or Suspended Bidders or Proposers

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

1.7 Prohibition Against Contracting with Scrutinized Companies

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is 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 forum provided by Bidsync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A forum provided by Bidsync 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 Bidsync 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 to read and comprehend all addenda issued.

2.2 Changes and Alterations

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

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 Advanced Metering Infrastructure (AMI) consulting and experienced in developing AMI Requests for Proposals for a minimum of ten (10) years and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or 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 proposal being deemed non-responsive.

2.8.1 Proposer or principals shall have relevant experience in AMI consulting, implementation, and development of AMI Requests for Proposals. Project manager assigned to the work must have ten (10) years' experience in AMI consulting, implementation and development of Requests for Proposals 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 Proposers shall submit evidence that it is appropriately licensed and registered Professional Engineering firm in the State of Florida.

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 33301. The ordinance may also be viewed on the City's website at

<https://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: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

2.10.2 The complete Protest Ordinance may be found 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_S2-182DIREPRAWINAW

2.11 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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 proposal, 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 Local Business Preference

2.13.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Local Business Preference, the Proposer shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.13.2 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete local business preference 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_ART_VFI_DIV2PR_S2-186LOBUPR

2.14 Disadvantaged Business Enterprise Preference

2.14.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link:
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.15 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, 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.

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.

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.

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 and Professional Liability.
- 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.

NOTE: CITY PROJECT NUMBER, PROJECT 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.

2.16 Insurance - Subconsultants

Consultant shall require all of its sub-consultants 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 sub-consultants will be the sole responsibility of the consultant.

2.17 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the 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.

2.18 Modification of Services

2.18.1 While this contract is for services provided to the department referenced in this Request for Qualifications, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.18.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally

planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.18.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.18.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.19 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.

2.20 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.

2.21 Payment Method

The City shall make payment to the Contractor through utilization of the City's P-Card Program. 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, Consultant 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.

2.22 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.

2.23 Indemnity/Hold Harmless Agreement

The Consultant agrees to protect, defend, indemnify, and hold harmless the City 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.

2.24 Substitution of Personnel

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

2.25 Ownership of Work

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

2.26 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.

2.27 Instructions

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

2.28 Discrepancies, Errors and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated 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

3.1 Background

The City of Fort Lauderdale's Water Utility Division owns and operates approximately 64,000 potable water meters ranging from 5/8" to 16" in diameter. On an annual basis, the City bills for approximately 34 million gallons per day (MGD). Currently, all meters are manually read by the City's contracted vendor. The City is seeking a Consultant to develop a Request for Proposals (RFP) for a citywide Advanced Metering Infrastructure (AMI) solution for the City's water utility. The Consultant must have demonstrable experience in designing and preparing detailed AMI specifications with measurable performance criteria; be able to evaluate the RFP response and recommend an appropriate vendor to install the AMI solution citywide.

The City recognizes the value an AMI system can bring to its large customer base and desires to incorporate the latest advances with AMI to enhance its water utility customer experience to include online engagement with their water consumption, activity, and billing. Priorities for the consideration of AMI systems include but are not limited to:

1. Reducing lost (unbilled) water;
2. Enabling improved customer engagement with water usage and tracking;
3. Integrating AMI software with the City's Cayenta billing system and information system;
4. Including two-way communication to the meter providing real-time reading and alerts of water usage unusual flow patterns, and other issues, allowing staff and customers to better diagnosis leaks and other problems;
5. Securing a proven system with at least 10-year's market presence with system installations of 15,000 customers or more;
6. Optimizing life cycle costs and revenue generation of the entire AMI system and associated operations over useful life of the system;
7. Minimizing any service and billing disruptions;
8. Utilizing open-source solutions to allow flexibility in future system changes and compatibility with multiple meter manufacturers and software tools;
9. Ensuring that the AMI system is designed to withstand the environmental impacts associated with climate change in South Florida;
10. Proven battery and electronic components longevity of at least 10 years with no battery change;
11. Developing specifications and performance criteria for all aspects of the AMI system including meters, communications network, and software tools; and
12. Ensuring that the AMI deployment is fully integrated into the City's Asset Management System.
13. Assisting the City in understanding the latest technology with AMI systems, including metering technology, data transmission, opportunities to "right-size" meters for optimal water usage

capture and accuracy, customer engagement software, back-office operations, and integration with billing systems.

14. Ensuring proposed equipment and technology meets the unique needs of the South Florida climate and environment

The Consultant shall produce an RFP to encompass the purchase of all needed water meters, associated hardware, communications equipment, software, and any other items and the services needed to install and activate all hardware and software to ensure a successful transition to AMI, delivering a full and completely operational system. The Consultant shall work with the City to develop a rating system to evaluate vendor proposals and shall assist the City in reviewing proposals. The Consultant shall advise the City on additional internal resources needed to ensure successful implementation of an AMI program.

3.2 Objective

The City of Fort Lauderdale is soliciting Professional Consulting Services to assist with the AMI Procurement Process. The Project will include development of an AMI Meter Infrastructure Request for Proposals (RFP) including the development of evaluation criteria, detailed review of all proposals, participation in vendor interviews, propagation studies and technology evaluation for data communications, recommendations for scoring for all vendors based on developed evaluation criteria, assistance with vendor negotiations, developing implementation plan and acting as the owner's representative in the implementation phase.

3.3 Scope of Service Tasks

Task 1 – Project Management

The Consultant shall provide lead technical direction and oversight for the procurement of a Citywide AMI system. The Consultant shall use its experience to guide the City in establishing key specifications, criteria, deliverables and project goals and provide leadership to ensure the AMI Project execution provides the necessary deliverables as defined in this scope and meets budget, schedule, and quality goals established.

- **Project Management. Designate Consultant Project Manager.** Assign and supervise project staff, prepare and monitor work schedule and budgets, actively communicate with the City's project team on upcoming AMI project activities, provide contract administration, and prepare monthly invoices. Internal technical direction and project planning activities are included in this task. Consultant shall maintain frequent communication with the City's Project Manager.
- **Develop and Maintain Project SharePoint Site.** The Consultant shall create a project SharePoint site with the City that shall be managed by the Consultant's Project Manager or designee. The project site shall contain project schedule/milestones, action items list, status updates, project-related documents, deliverables, and team contact information. The site shall be customized to meet the needs of the project and should take the place of a static Project Management Plan.

Task 2 – Data Reconnaissance

Acquire and review relevant reports and data about City's current meter system. At a minimum, the following items shall be reviewed:

- Utility Master Plan
- City Meter Replacement Procedures
- Current Meter Reading Standard Operating Procedures (SOPs)
- Stakeholder interviews including at a minimum staff from Utilities, Information Technology, Procurement and Finance – Utility Billing
- Relevant City water utility data including but not limited to numbers and types of accounts and numbers and type of meters

Deliverable – Concept paper with outline of RFP and City priorities for an AMI system

Task 3 – Meetings

Task activities include meeting scheduling and coordination, preparing and submitting meeting agendas at least 24-hours in advance of meetings, preparing presentations (as necessary), facilitating meetings, and preparing and distributing meeting minutes. All meeting documentation shall be shared through and posted on the project SharePoint site. At a minimum, the following meetings are required:

- Monthly Project management progress meetings;
- Workshop: Kick-off/RFP Development;
- Workshop: State of the Art AMI;
- Workshop: Evaluation Criteria Development;
- Workshop: RFP Finalization;
- Meeting: Pre-bid;
- Meeting: Proposal Scoring and Ranking;
- Meeting: Finalist Vendor Presentations;
- Workshop: Review of finalist proposals;
- Two (2) Meetings: Vendor Negotiations.

Deliverables: Vendor shall provide the City's Project Manager an Agenda in advance of each meeting and meeting minutes within 2 business days after each meeting.

Task 4 – Develop Evaluation Criteria

- Develop evaluation criteria that will be used to evaluate the vendor proposals and cost estimates based on City priorities identified in this process;
- Conduct workshop with City staff to review proposed evaluation criteria; and
- Coordinate with procurement to ensure that criteria comply with City policies.

Deliverable: Evaluation Matrix

Task 5 – Prepare RFP Scope of Work

- Assist the City in understanding the latest technology with AMI systems, including metering technology, data transmission, unique needs of the South Florida climate and environment and its impacts to meeting infrastructure, opportunities to “right-size” meters for optimal water usage capture and accuracy, customer engagement software, back-office operations, and integration with billing systems. This knowledge should provide a focus of one of the workshops in Task 3 and should inform the development of the RFP as well as the scope of work.
- The Consultant shall meet with staff through workshops listed in Task 2 to identify City’s priorities and performance requirements for an AMI system. The RFP will be coordinated with City Procurement staff to ensure that procurement is consistent with City requirements and policies.
- The Consultant shall develop an RFP, integrating City procurement standards, with performance-based specifications that will include, but are not limited to: system components and system performance, communication network, data communication backhaul, installation and activation of meters, communications network and software, meter data management system, a customer portal, integration with billing software, interfaces and integration support, project controls, life-cycle costs of entire AMI system, performance metrics for system, liquidated damages, system training, vendor support, meter replacement, system installation, purchase option to reduce sales tax burden, customer communications and warranties.
- The Consultant shall ensure that the RFP should be developed and ready to advertise within sixty (60) calendar days after the Notice to Proceed is issued to the Consultant.

Deliverables: Draft RFP and Final RFP Scope of Work.

Task 6 – Evaluate Vendor Proposals

The Consultant will serve as a technical advisor to the Evaluation Team. Responsibilities include:

- Conduct a detailed review of each proposal and cost estimate submitted clearly documenting each proposal alignment with the City AMI requirements;
- Respond to any technical questions that the Evaluation Team may have;
- Attend evaluation and scoring meetings with Evaluation Team;

Deliverable: Attend evaluation and scoring sessions to provide technical advice to the Evaluation Team.

Task 7 – Vendor Negotiations

- Assist City with vendor negotiations including, but not limited to,: system performance terms, technical proposal, long-term life-cycle cost analysis, price proposal, implementation schedule, and contract requirements/conditions. Assume two (2) meetings for this effort.

Task 8 – Implementation / Owner’s Rep (Contingent on future funding approval)

The Consultant shall serve as the Owner’s Representative on behalf of the City. This includes the development of an implementation plan and oversight of the complete AMI implementation. The

Consultant shall ensure that the AMI system is properly and fully operational to the satisfaction of the City. The Consultant shall be a pro-active partner ensuring that the selected vendor (awarded from the resultant RFP) complies with all specifications, tasks, and delivers all deliverables listed in the resultant RFP.

The implementation plan shall address issues including, but not limited to:

- Managing the implementation of a complete AMI system, with steps post bid,
- Vendor task structure,
- Software coordination,
- Back-office meter swap out and system alignment,
- “Right-sizing” of water meters to customer usage history,
- Identification of internal staffing and other resources needed to support a successful AMI system,
- Field trouble resolution,
- Quality Assurance/Quality Control inspections,
- Public education and outreach,
- Final system operations and vendor training.

Deliverable: AMI Implementation Plan, Progress Reports and Meetings.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses BidSync (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 of submitting 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.

All proposals must be submitted electronically.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read 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 its response. 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 In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 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 (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the 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 Agreement, 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 Agreement, 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 Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 100 pages. in one complete pdf document. The 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 proposer must submit an executive summary that identifies the business entity, its background, business structure (ie: Corp., Partnership, LLC.), phone number, fax number, E-Mail address, web site, contact person(s), main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Firm Qualifications and Experience

Respondents must provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. A Standard Form 330 may be submitted as part of the proposal to provide this information. 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. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive

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 (timeline) 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 the firm's current and anticipated workload. Include a summary of current projects and anticipated completion timeframes. Describe how City tasks will be prioritized within your organization, and the availability of the project team to commit towards this project.
- Describe available facilities, technological capabilities, and other available resources you offer for the project.
- Provide a proposed (realistic) schedule from Notice to proceed until the final RFP document is submitted to the City's Project Manager. The City expects this project to be completed expeditiously and the City reserves the right to make adjustments to this schedule as necessary.

4.2.6 References

Provide at least three references, preferably government agencies, for completed projects (within the last five (5) years) 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 project, estimated and actual.

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

4.2.7 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. Sample Insurance Certificate**

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

b. Local Business Preference Certification [if applicable]**c. Disadvantaged Business Enterprise Preference Certification [if applicable]****d. Non-Collusion Statement**

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

e. Non-Discrimination Certification Form**f. E-Verify Affirmation Statement****g. Contract Payment Method [if applicable]**

This form must be completed and returned with your proposal. 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.

h. Proposal Certification

Complete and attach the Certification

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

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

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposals 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 proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The Committee shall short list no less than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** 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 Request for Qualifications 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

EVALUATION CRITERIA	WEIGHT
Firm Qualifications and Experience	35%
Project Team Experience and Qualifications	35%
Methodology and Approach to Scope of Work	30%
TOTAL:	100%

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

company name

for

**ADVANCED METERING INFRASTRUCTURE SOLUTION CONSULTANT
SERVICES**

RFQ No. 12648-1026

Draft Agreement

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 2021, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

_____, a Florida Corporation (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 2021 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of software consulting and implementation services, RFQ No. 12648-1026, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

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 **AGREEMENT:** Means this document between the CITY and CONSULTANT dated _____, and any duly authorized and executed Amendments to Agreement.
- 1.2 **BASIC SERVICES:** Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 **CONSULTANT'S PERIODIC ESTIMATE 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.

1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

1.5 CITY: The City of Fort Lauderdale, a Florida municipality.

1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.

1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.

1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.

1.9 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.

1.10 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.

1.11 CONSULTANT: [REDACTED], the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.12 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale, or his 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.

1.13 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.

1.14 DEPARTMENT DIRECTOR: The Public Works Director for the City of Fort Lauderdale.

1.15 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.

- 1.16 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.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 OMISSION: A scope of work missed by 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.
- 1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.20 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.
- 1.21 PRELIMINARY PLANS: The documents prepared by 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.
- 1.22 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 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.
- 1.23 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.

- 1.24 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.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 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.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

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 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: software consulting and implementation services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein.

CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

- 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 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 CITY 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. 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 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.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by 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.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being

required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications # 12648-1026.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications # 12648-1026.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

- 6.3 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:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order 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.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order 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) working 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) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. 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 CONSULTANT, as the original CONSULTANT.

ARTICLE 7

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as

- authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 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/documents for the Contract Administrator's review.
- 7.4 In the event CONSULTANT is unable to complete any 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. 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.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. 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 each Task Order 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. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall

be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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.

8.2 REIMBURSABLES

8.2.1 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 the CONSULTANT and the 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 particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the 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 the 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 (when CITY requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 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's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 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.

8.4 METHOD OF PAYMENT

- 8.4.1 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.
- 8.4.2 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.
- 8.4.3 Payment are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 8.4.4 Payment will be made to CONSULTANT at:

(CONSULTANT'S ADDRESS)

ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.1.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. 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 the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 8.
- 9.1.3 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. 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. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed

services.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 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, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
 - CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
 - The CITY may approve an increase in the Estimated Construction Cost of the Project;

- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 10.7 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.
- 10.8 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 CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 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.
- 10.9.1 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 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. Errors on the part of the CONSULTANT shall be rectified by the

CONSULTANT with no additional cost to the CITY.

- 10.9.2 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 CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 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 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.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, 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.
- 10.9.6 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 9.3. 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 11
CITY'S RESPONSIBILITIES

- 11.1 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.
- 11.2 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.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 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 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

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. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. 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.

12.2 TERMINATION

12.2.2 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 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 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 rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. 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 and all 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.

12.2.2 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.

12.2.2 Notice of termination shall be provided in accordance with Section 12.27, 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 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 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.

12.2.2 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.

12.3 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 and upon prior written notice 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.

12.4 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 Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, 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.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE 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 MBE/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.

12.6 PUBLIC ENTITY CRIMES ACT

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

Contractor debarment.

12.7 SUBCONSULTANTS

12.7.2 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

12.7.2 CONSULTANT 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 the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

12.8 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 12.7.

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 meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this

Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the 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.

12.9.3 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.

12.10 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 \$1,000.00. 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 \$1,000.00 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 \$1,000.00, 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 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 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.

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.

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.

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 and Professional Liability.
- 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.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties 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.

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

12.13 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.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its 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 any proposed new key staff. Contract 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.

12.15 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.

12.16 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.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or 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 subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 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 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.

12.19 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.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 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.

12.22 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.

12.23 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 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be 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 Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

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 CONSULTANT. 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.

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT'S response to the solicitation and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT'S response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Public Works Director
 City of Fort Lauderdale
 100 N. Andrews Avenue, 4th Floor
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-8000

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue

Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5037

CONSULTANT: NAME
 COMPANY.
 ADDRESS
 _____, Fl. 3----
 Telephone (____) ____ - ____
 Email: _____

12.28 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.

12.29 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.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and

regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 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. All such contract adjustments must be made within 1 year following the end of the contract.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of 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.

12.34 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.

12.35 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht*

Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

12.36 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 NORTH 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 (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, 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.

12.37 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.

12.38 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.

12.39 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.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

-SIGNATURE PAGE TO FOLLOW-

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, a Florida municipal corporation

By: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
NAME
Assistant City Attorney

Draft Agreement

WITNESSES:

(COMPANY NAME), a Florida Corporation

By: _____

Print Name

Print Name: _____

Title: _____

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

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

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A

Scope of Services

Draft Agreement

EXHIBIT "B"

Draft Agreement

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), 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 (2019), 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 (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 RFP 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 agents, 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder 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 protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, 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 act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 the contract if the Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

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>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>					
<input type="text"/>					

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

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, that in no event shall the City's liability for respondent's direct, 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

Revised 4/28/2020

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor 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.

NAME

RELATIONSHIPS

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.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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

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

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference, the Bidder shall, within ten (10) calendar days, submit the following documentation for the Local Business Preference Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE 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_S2-186LOBUPR&showChanges=true

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City, **and** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
2. Class B Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
3. Class C Business - shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this bid/proposal. Violation of the foregoing provision may result in contract termination.

(1)
(Business Name) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(2)
(Business Name) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(3)
(Business Name) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.

(4)
(Business Name) is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5)
(Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)
(Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:
PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE PREFERENCE 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_S2-185EQOPDIBUEN&showChanges=true

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)
(Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)
(Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)
(Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)
(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)
(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)
(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

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, bidders 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 Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

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



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFQ NO. 12648-1026
Advanced Metering Infrastructure (AMI) Consultant Services

ADDENDUM NO. 1

ISSUED: March 8, 2022

This Addendum is being issued to revise the Minimum Qualifications in Section 2.8 of the solicitation. It is hereby made a part of the Request for Qualifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

A) Section 2.8.5 - Minimum Qualifications is revised as follows:

Proposers shall submit evidence that the technical members of the Project Team are appropriately licensed Engineers (any state).

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

RFQ NO. 12648-1026
Advanced Metering Infrastructure (AMI) Consultant Services

ADDENDUM NO. 2

ISSUED: March 29, 2022

This Addendum is being issued to revise the Microsoft Teams Link and to add a call-in phone number.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

A) Section 1.3 “Electronic Bid Openings” is revised as follows:

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,,425398140#](tel:+19546867296,425398140#) United States, Fort Lauderdale

Phone Conference ID: 425 398 140#

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(Please print)

Bidder’s Signature: _____

Date: _____

Question and Answers for Bid #12648-1026 - Advanced Metering Infrastructure (AMI) Consultant Services

Overall Bid Questions

Question 1

Good morning,

E Source is pleased to find the City of Fort Lauderdale's RFQ # 12648-1026 for Advanced Metering Infrastructure (AMI) Consultant Services. E Source's Technology Planning and Implementation (TPI) Consulting Division has a particular business focus on municipal utility projects and has over 190 utility AMI clients across North America. Our team is extremely interested in providing Fort Lauderdale the requested consultant services. One of the minimum qualifications of the RFQ states "proposers shall submit evidence that it is appropriately licensed and registered Professional Engineering firm in the State of Florida;" however, our firm is not an engineering firm and such licensure/registration is atypical for work of this type and scope. Will the City of Fort Lauderdale consider removing minimum qualification 2.8.5, "proposers shall submit evidence that it is appropriately licensed and registered Professional Engineering firm in the State of Florida," from this solicitation?

Thank you for your time and I look forward to hearing back from you.

Respectfully,

Nick Lemoine (Submitted: Mar 1, 2022 10:38:04 AM EST)

Answer

- The requirement for the Proposer to be an Engineering firm has been revised. The technical members of the Project Team shall be appropriately licensed Engineers. (Answered: Mar 8, 2022 8:34:25 AM EST)

Question 2

Section 2.8.5 under Minimum Qualifications states, "Proposers shall submit evidence that it is appropriately licensed and registered Professional Engineering firm in the State of Florida." We are a boutique management consulting firm with more than a fifteen years of experience helping utilities justify, procure, implement, and optimize advanced metering solutions; however, like the majority of our competition in this space, we are not an engineering company. Please confirm whether this opportunity is restricted to Florida-registered engineering firms. (Submitted: Mar 1, 2022 11:14:33 AM EST)

Answer

- Engineers may be licensed in any state. (Answered: Mar 8, 2022 8:34:25 AM EST)

Question 3

I am not a registered Professional Engineering firm in the State of Florida, but I am a registered LLC in the state of Florida and meet all the requirements stated in Section 2.8 Minimum Qualifications. Will you still consider my proposal for the "Advanced Metering Infrastructure (AMI) Consultant Services"? (Submitted: Mar 3, 2022 10:23:10 AM EST)

Answer

- The City has revised requirement 2.8.5. The technical members of the Project Team shall be appropriately licensed Engineers. The Engineers may be licensed in any state. (Answered: Mar 8, 2022 8:34:25 AM EST)

Question 4

"Proposers shall submit evidence that it is appropriately licensed and registered Professional Engineering firm in the State of Florida."

Can this minimum qualification be met by a subconsultant rather than the prime consultant? (Submitted: Mar 7, 2022 5:04:20 PM EST)

Answer

- The requirement for the Proposer to be an Engineering firm has been revised. The technical members of the Project Team shall be appropriately licensed Engineers. Subconsultants may be used to satisfy this requirement. (Answered: Mar 8, 2022 9:29:44 AM EST)

Question 5

Would the City of Fort Lauderdale grant a 2-week extension to the March 30th deadline? (Submitted: Mar 8, 2022 2:17:12 PM EST)

Answer

- The City does not anticipate extending this deadline. (Answered: Mar 15, 2022 10:02:12 AM EDT)

Question 6

Assuming the requirement for a Professional Engineering designation is in regard to installation of data collectors and ensuring their integrity given the potential for extreme climate conditions in Florida, would the City consider putting the requirement of engineer approved installations on the chosen AMI vendor? It is our experience as an AMI consultant for water installations, that the Engineering requirement generally falls on the AMI vendor and requiring it of the AMI consultant may limit the City's choices. (Submitted: Mar 8, 2022 2:18:27 PM EST)

Answer

- The awarded firm must have a Licensed Engineer as part of the key staff for this project. This requirement may be satisfied through the use of a subconsultant. (Answered: Mar 15, 2022 10:02:12 AM EDT)

Question 7

As part of the Advanced Metering Infrastructure (AMI) Consultant Services RFP, do you foresee the City of Fort Lauderdale seeking an upgrade to their customer engagement portal? (Submitted: Mar 15, 2022 9:55:50 AM EDT)

Answer

- Yes, this is a full AMI implementation including upgrade of the City's customer portal. (Answered: Mar 15, 2022 10:02:12 AM EDT)

12648-1026-01-01 - AMI**Question 1**

Is the City open to responses from non-engineering firms? Our firm has completed numerous AMI projects for large water utilities, spanning initial strategy, financial planning, vendor selection/negotiation, and implementation. We are registered to do business in the state of Florida, but perform consulting services rather than engineering. With this in mind, would you still consider evaluating our response? (Submitted: Mar 8, 2022 9:28:45 PM EST)

Answer

- The firm can be a non-engineering firm. The awarded firm must have a Licensed Engineer as part of the key staff for this project. This requirement may be satisfied through the use of a subconsultant. **(Answered: Mar 15, 2022 10:02:12 AM EDT)**