

**AGREEMENT FOR CONSTRUCTION AUDIT SERVICES  
FOR NEW POLICE HEADQUARTERS**

**THIS AGREEMENT**, made this 7th day of May 2021, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Fort Hill Associates, LLC**, a Foreign Limited Liability Company authorized to conduct business in the State of Florida ("Contractor"), collectively "Party or "Parties," whose address is **37 Villa Road, Suite 106, Greenville, South Carolina 29615, Email: [cplyler@forthillassociates.com](mailto:cplyler@forthillassociates.com); Phone: (864) 274-0992.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12468-216 – Construction Audit Services for New Police Headquarters**, including any and all addenda, prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB dated February 16, 2021 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents". In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated May 7, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

**II. SCOPE**

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an

inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

Contractor shall perform the basic services described in Exhibit A within the time periods specified in a mutually agreed upon Project schedule, developed before commencement of work and made a part of this Agreement. The Project schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.

Prior to beginning the performance of any services under this Agreement, Contractor must receive a Notice to Proceed and a purchase order. Contractor 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 Contractor to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require Contractor to submit itemized deliverables for the Contract Administrator's review.

In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this

Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government 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 the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor'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 Contractor'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 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

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

#### Business Automobile Liability

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

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

#### Professional Liability and/or Errors and Omissions

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 insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

#### Workers' Compensation and Employer's Liability

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

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 goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated

Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Proposal/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, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, 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.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, 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 Contractor. Contractor 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. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor'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.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors 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 contractors under similar circumstances.

#### **I. 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 Contractor 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 Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have 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 law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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 for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

#### **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of 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 for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either Party against the other Party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES RELATING TO THIS AGREEMENT.**

In the event Contractor 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 Contractor. The Contractor 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.

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

#### **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it

has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. 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.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing Party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), ADDRESS: CITY CLERK'S OFFICE, 100 NORTH 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 (2020), 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 Agreement term and following completion of the contract if the Contractor 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 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 Agreement, 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 Agreement, 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.

**CC. 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, religion, creed,

sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("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.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By:   
Christopher J. Lagerbloom  
City Manager


Date: 05.07.21

ATTEST:

  
FOR Jeffrey A. Modarelli, City Clerk



Approved as to form:  
Alain E. Boileau, City Attorney

By:   
Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

[Signature]  
Signature

Ruth Brevil  
Print Name

[Signature]  
Signature

Sharon Smith  
Print Name

FORT HILL ASSOCIATES, LLC, a Foreign  
Limited Liability Company

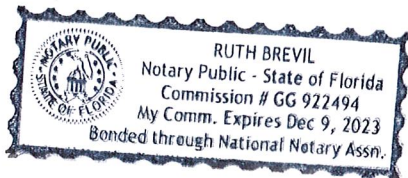
By: Curt Plyler  
Curt Plyler, Principal

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Monroe :

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this 29<sup>th</sup> day of April, 2021, by Curt Plyler as Principal  
for Fort Hill Associates, LLC, a Foreign Limited Liability Company authorized to conduct  
business in the State of Florida.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)

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

Personally Known \_\_\_\_\_ OR Produced Identification X  
Type of Identification Produced Driver License

## **Solicitation 12468-216**

### **Construction Audit Services for New Police Headquarters**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12468-216

### Construction Audit Services for New Police Headquarters

Bid Number **12468-216**  
 Bid Title **Construction Audit Services for New Police Headquarters**

Bid Start Date **Jan 11, 2021 1:42:39 PM EST**  
 Bid End Date **Feb 16, 2021 2:00:00 PM EST**  
 Question & Answer End Date **Feb 9, 2021 5:00:00 PM EST**

Bid Contact **Jim Hemphill**  
**Sr. Procurement Specialist**  
**Procurement Department**  
**954-828-5143**  
**jhemphill@fortlauderdale.gov**

Contract Duration **One Time Purchase**  
 Contract Renewal **Not Applicable**  
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Construction Audit Services for the New Police Headquarters Construction for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The concept for this engagement is to have an audit presence throughout the construction process to ensure that contract terms are fulfilled, that the City receives exactly what it is paying for, to mitigate against cost overruns, unidentified risks and potential fraud; it is not to determine quality of materials or design, etc.**

**Added on Jan 15, 2021:**  
**Addendum 1 has been added to the Documents Page**

#### Addendum # 1

New Documents **Addendum 1.doc**

Removed Documents **Questionnaire**

**Changes were made to the following items:**  
 Pay Application Review (Base Service)

#### Item Response Form

Item **12468-216--01-01 - Pay Application Review (Base Service)**  
 Quantity **24 each**  
 Unit Price

Delivery Location **City of Fort Lauderdale**No Location Specified**Qty 24****Description**

Provide an 'each' price for these services. The City anticipates approx. twenty pay app reviews throughout the term of the contract. City reserves the right to add/ delete apps as required.

Place the total (your cost x 20 ea. = Total) for this service into The Hourly Rate Breakdown provided / submitted as Section VI of your proposal, along with the titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item. In cases of discrepancies, Your Unit price indicated on this BIDS SYNC price page shall prevail.

Added on Jan 15, 2021:

CHANGE DESCRIPTION TO:

Place the total (your cost x 24 ea. = Total) for this service into The Hourly Rate Breakdown provided / submitted as Section VI of your proposal, along with the titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item. In cases of discrepancies, Your Unit price indicated on this BIDS SYNC price page shall prevail.

**Addendum # 1**Item **12468-216--01-02 - Contract Compliance / Close Out (Base Service)**Quantity **1 job**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty 1****Description**

Place the total cost for this service here. Then place this Total into The Hourly Rate breakdown to be provided / submitted as Section VI of your proposal, along with Titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item.

Item **12468-216--01-03 - Contract Review**Quantity **1 job**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified**Qty 1****Description**

Place the total cost for this service here. Then place this Total into The Hourly Rate breakdown to be provided / submitted as Section VI of your proposal, along with Titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item.

Item **12468-216--01-04 - Guaranteed Maximum Price Proposal Review**Quantity **1 job**Unit Price Delivery Location **City of Fort Lauderdale**No Location Specified

**Qty 1****Description**

Place the total cost for this service here. Provide the hourly rate and estimated number of hours that corresponds to this service category as part of Section VI of your proposal pages. NOTE: line item breakdown total in that section must correspond with the total of this line item.

This line item will be used for any potential GMP price changes as well that need to be reviewed.

City of Fort Lauderdale  
Construction Audit Services for New Police Headquarters  
RFP # 12468-216

**SECTION I – INTRODUCTION AND INFORMATION****1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Construction Audit Services for the New Police Headquarters Construction for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**1.2 BidSync**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP 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 Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Proposer to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).

**1.3 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via [BIDSYNC.COM](http://BIDSYNC.COM) at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

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

**1.4 Point of Contact**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist James Hemphill at (954) 828-5143 or email at [jhemphill@fortlauderdale.gov](mailto:jhemphill@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

## **1.5 Pre-proposal Conference and Site Visit**

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature 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 Question and Answer (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 question / answer feature 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 RFP. 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.

### 2.3 Changes and Alterations

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

### 2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### 2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

Payment terms will be considered 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, in accordance with the Florida Local Government Prompt Payment Act. Proposer may offer cash

discounts for prompt payment, but they will not be considered in determination of award.

## **2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

## **2.9 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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.10 Mistakes**

The consultant shall examine this RFP 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 Contract.

## **2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal 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 Proposal.

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

## **2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this Request for Proposals, 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.

**2.12.2** 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 RFP, 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.

**2.12.3** 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.

**2.12.4** 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.

**2.13 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.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

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

**2.16 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.

**2.17 Minimum Qualifications**

Proposers shall be in the business of Construction Audit Services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity 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.

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

**2.17.1** Proposer or principals shall have relevant experience in Construction Audit Services. Project manager assigned to the work must have experience in Construction Audit Services and have served as project manager on similar projects.

**2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of 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.

**2.17.3** 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.

**2.17.4** 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.

## **2.18 Lobbying Activities**

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

## **2.19 Local Business Preference**

**2.19.1** 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 RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

**2.19.2** 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.

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

**2.19.4** 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\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

## **2.19.5 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.

## **2.20 Protest Procedure**

**2.20.1** Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.20.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

## **2.21 Public Entity Crimes**

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

## **2.22 Subcontractors**

**2.22.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the Proposal response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.22.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall

defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

- 2.22.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.23 Proposal Security - N/A**

**2.24 Payment and Performance Bond- N/A**

**2.25 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.

Business Automobile Liability

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

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

Professional Liability and/or Errors and Omissions

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 insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Workers' Compensation and Employer's Liability

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

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 goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Proposal/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.

## **2.26 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer,

at the sole and absolute discretion of the City.

**2.27 Unauthorized Work**

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

**2.28 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.29 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.30 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.30.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.30.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.30.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.30.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.31 Canadian Companies**

In the event Contractor 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 Contractor. The Contractor 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.

**2.32 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**2.33 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. The City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. 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.

**2.34 Ownership of Work**

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

**2.35 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### Project Description:

#### City of Fort Lauderdale Police Department Headquarters

**Project Budget:** \$78 million construction

**Construction Start Date:** August 2021 (subject to change)

**Construction End Date:** January 2023

**Description:** The project is a Construction Manager at Risk (CMAR); the City has selected both the design firm and the Construction Manager at Risk. Preliminary design plans have the building at 190,000 sq. ft, three stories tall with a 400-passenger vehicle attached garage. The project will be constructed on the existing site. The construction site address is: 1300 West Broward Boulevard, Fort Lauderdale, FL 33301.

There are two construction phases, first is the garage and project utility/site work followed by the construction of police headquarters building, completion of site work and the demolition of existing police headquarters facility.

### Scope of Services

The City Auditor's Office (CAO) is the contract manager for this construction services audit engagement; as such, the CAO contract manager will review and approve all pay applications and/or other related contract issues for the duration of the contract for the selected firm. Additionally, the Scope of Services does not delineate every detail and minor work tasks required to be performed; any and all additions, substitutions and changes must be discussed with the City Auditor prior to implementation.

The concept for this engagement is to have an audit presence throughout the construction process to ensure that contract terms are fulfilled, that the City receives exactly what it is paying for, to mitigate against cost overruns, unidentified risks and potential fraud; it is not to determine quality of materials or design, etc.

The goals of the project audit are:

- Cost management
- Risk identification and management
- Financial control
- Identify and minimize overcharges on the project
- Reduce litigation risk through better project control and information

Firms qualified for work may undertake performance and compliance audits of specific capital programs, projects and/or individual City departments. The engagement may include all facets of the construction process, commencing with the solicitation of contractor bids or proposals through project closeout. Firms may also perform audits of costs billed under both construction-related professional services contracts and construction contracts.

### Base Services

- Payment Applications Reviews to include, but not be limited to:
  - Recommend control improvements during the audit process

- Payment application, processing and administration
- Labor hours, wages and/or stipulated rates charged to the project
- Labor burden costs including benefits, unemployment insurance, workers' compensation and other elements charged to project
- Accounting systems (e.g. payroll audits, rates, cost segregation and overhead)
- Overhead rates and/or labor multipliers
- Materials and equipment costs
- Procurement of subcontractors
- Subcontractors' cost charged to project
- Owner and Construction Contingency usage
- Change order processes, controls and usage
- Contractor owned equipment rentals/small tools and other construction costs
- General liability, commercial auto liability and other insurance costs
- Home office overhead costs
- Fees and mark-ups of any kind
- Bond expenses
- Permit expenses
- Test and evaluate change orders
- Verification of proper sales and use tax charges
- Allowable and unallowable cost reviews
- Owner Direct Purchases
- Reimbursable expenses
- Limited site visits and other meetings
- Contract Compliance/Close out

### **Additional Services**

#### **•Contract Review**

- CMAR Contract Development-Pre Construction
- Review of contract language to ensure contractor compliance with important city, county and state business and economic terms and make recommendations to management

#### **• Guaranteed Maximum Price Proposal Review**

- CMAR Cost Proposal Review
  - Review CMAR cost proposal for both general requirements and general conditions and compare to industry best practices and contract terms and identify potential issues for recommendation to management
  - Potential participation in the CMAR cost proposal negotiations
- Review of change order(s) that increase the GMP

### **Other Services**

Selected firm must present an approach to document/file sharing between the City and the CMAR that is efficient, effective, transparent and easily accessible by all parties, at no cost to the City.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP 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.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. 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 RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE 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](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the 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 this 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 this 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.

- 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 proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals 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 RFP.

#### **4.2.1 Table of Contents**

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

#### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, its background, main office(s), and office location that will service this contract; Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Provide your staffing structure, Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work, providing this information on an organizational chart is recommended; Indicate all office locations involved. The executive summary should also summarize the key elements of the proposal.

#### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates 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; including; licenses and any other pertinent information of proposed staff to be associated with this project including management, technical, support staff.

Discuss your firm's knowledge of, and experience in, performing services as indicated in the City's goals as listed in Section III – Technical Specifications/Scope of Services. Provide evidence.

Discuss your firm's knowledge of, and experience in, performing services as required in "Base Services" in Section III – Technical Specifications/Scope of Services. Provide evidence.

Discuss your firm's knowledge of, and experience in, performing the additional service and other service requirements as indicated in Section III – Technical Specifications/Scope of Services. Provide evidence.

List members of your proposed Sub-consultants (if applicable). Explain how each Sub Consultant will contribute to the project, in what capacity, and the level of involvement they will have; provide information on their experience and qualifications.

#### **4.2.4 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 including your proposed level of effort in the overall construction project.

Indicate your expectations of the City's involvement / level of effort.

Please discuss what makes your firms methods appropriate for this project vs. another firm.

Provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Fort Lauderdale.

Include sample formats for required reports.

#### **4.2.5 References**

Provide at least three references, preferably government agencies, with at least one being in the State of Florida and within the last 10 years, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

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

#### **4.2.6 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.

#### **4.2.7 Subcontractors**

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

#### **4.2.8 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Collusion Statement**

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

##### **D. Non-Discrimination Certification Form**

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

**E. Local Business Preference (LBP)**

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

**F. Contract Payment Method**

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.

**G. 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 the required coverage and limits.

**H. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

**I. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD****5.1 Evaluation Procedure****5.1.1 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals 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 in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

## 5.2 Evaluation Criteria

**5.2.1** 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 a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

### 5.2.2 Weighted Criteria

<b>Qualifications and Experience of Firm and Team</b>	<b>30%</b>
<b>Approach</b>	<b>35%</b>
<b>Cost</b>	<b>35%</b>
<b>Total Percentage Available</b>	<b>100%</b>

## 5.3 Contract Award

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 proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

City of Fort Lauderdale  
Construction Audit Services for New Police Headquarters  
RFP # 12468-216

## SECTION VI – Hourly Labor Breakdown to Cost

**Proposer Name:** \_\_\_\_\_

Proposers are required to **provide the hourly rate and estimated number of hours that corresponds to the service categories below and totals on the Bidsync pricing page.**

**Pricing shall include all labor, materials and incidentals to complete contract**

The **Hourly Labor Breakdown** data, may be used to determine cost of performing work within the contract scope such as the review of a change order that increases the GMP, as well as the need to increase the number of pay applications due to a construction schedule change. When any such situation occurs, CAO will determine, along with the selected firm and any other effected party, the number of staff and hours required to complete the review.

**NOTE: ALL SERVICE TOTALS ARE PER EACH, EXCEPT PAY APPLICATION REVIEW WHICH MUST BE MULTIPLIED BY 24**

Construction Contract Audit Services		Hourly Labor Breakdown							
		Indicate the number of hours per title per service							
Title	Hourly Rate	Base Services				Contract Review		GMP Proposal Review	
		Pay Application Review		Contract Compliance & Close Out					
		# Hrs	Subtotal	# Hrs	Subtotal	# Hrs	Subtotal	# Hrs	Subtotal
Partner/Principle	\$								
Sr Mgr/Mgr	\$								
Sr. Auditor	\$								
Staff Auditor	\$								

	Add any additional or replacement staff titles as it fits your organization and requirements for this contract.
--	---

	<b>TOTAL COST PER SERVICE (Must match totals in BIDSYNC)</b>		x24 = \$		\$		\$		\$

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**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.

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#### 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.

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- 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](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.

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**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 for records 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.

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- 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.

**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.**

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

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

Authorized Signature

Title

Name (Printed)

Date

## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), 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 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 bidder 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 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\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

**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 of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
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 and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
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 **and** 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 ITB. 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 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 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 10 calendar days of a formal request by the City.

(4)   
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 shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered 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.

BIDDER'S COMPANY:

AUTHORIZED  
COMPANY  
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

## 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

**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

**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](http://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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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**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.**

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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



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](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP/ ITB No. 12468-216

**TITLE: Construction Audit Services for New Police Headquarters**

ISSUED: 1/15/21

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

1. The bid line item #1 (Pay Application Review (Base Service) description shall be changed

**FROM:**

Place the total (your cost x 20 ea. = Total) for this service into The Hourly Rate Breakdown provided / submitted as Section VI of your proposal, along with the titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item. In cases of discrepancies, Your Unit price indicated on this BIDSYNC price page shall prevail.

**TO:**

Place the total (your cost x 24 ea. = Total) for this service into The Hourly Rate Breakdown provided / submitted as Section VI of your proposal, along with the titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item. In cases of discrepancies, Your Unit price indicated on this BIDSYNC price page shall prevail.

2. The BIDSYNC standard Questionnaire Sheet shall be deleted from the Documents Page.

All other terms, conditions, and specifications remain unchanged.

James Hemphill  
Assistant Procurement and Contracts

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Question and Answers for Bid #12468-216 - Construction Audit Services for New Police Headquarters

### Overall Bid Questions

#### Question 1

Page 2 of the RFP references twenty (20) payment application reviews; however pages 2, 24, and 25 reference twenty-four (24) payment application reviews. Can you please clarify how many payment applications are expected to be reviewed. (Submitted: Jan 14, 2021 9:50:06 AM EST)

#### Answer

- Estimated 24 (Answered: Jan 15, 2021 3:25:55 PM EST)

#### Question 2

The bottom of page 33 of the RFP (Questionnaire Sheet) references a "Certificate of Competency Number of Qualifying Agent". Does this section apply to this RFP? If so, how does a proposer go about obtaining a "Certificate of Competency Number"? (Submitted: Jan 14, 2021 9:53:53 AM EST)

#### Answer

- Considering that this is an RFP, the entire Questionnaire Sheet is not required to be submitted. All submittal requirements are indicated in Section IV - Submittal Requirements (Answered: Jan 15, 2021 3:41:21 PM EST)

#### Question 3

What is the name of the CMAR that has been selected for construction? (Submitted: Jan 14, 2021 9:54:41 AM EST)

#### Answer

- Moss (Answered: Jan 15, 2021 3:25:55 PM EST)

#### Question 4

Is it anticipated that all subcontracts will be lump sum (as opposed to cost plus or guaranteed maximum price subcontracts)? (Submitted: Jan 18, 2021 9:02:56 AM EST)

#### Answer

- Yes (Answered: Jan 19, 2021 10:49:36 AM EST)

#### Question 5

Will there be any design-build subcontracts? (Submitted: Jan 18, 2021 9:03:12 AM EST)

#### Answer

- It is a design-build project. AECOM as the design firm and Moss is the awarded CM@Risk. (Answered: Jan 19, 2021 10:49:36 AM EST)

#### Question 6

Will we be expected to conduct construction audits at regular intervals in addition to reviewing monthly payment applications? If so, is there a desired frequency by the City? (Submitted: Jan 18, 2021 9:05:32 AM EST)

**Answer**

- The overall scope of this project is contract compliance which is achieved through the audit of the construction contractor's monthly pay application and change orders. (Answered: Jan 19, 2021 11:36:57 AM EST)

**Question 7**

For the contract review scope of work- If the City utilizes a standard contract such as AIA or ConsensusDocs, can you let us know which forms you are using on this project (i.e., AIA A201)? If you are using other formats, can you explain the structure of the contracts and how many are being used for this project? (Submitted: Jan 18, 2021 10:57:26 AM EST)

**Answer**

- TBD as the City is in preconstruction stage, once final construction agreement is done, final decision regarding which forms to use will be made. (Answered: Jan 21, 2021 10:34:12 AM EST)

**Question 8**

Can you please confirm if M/WBE participation is required or will influence scoring/bid evaluation. (Submitted: Jan 18, 2021 2:26:06 PM EST)

**Answer**

- 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. (Answered: Jan 19, 2021 11:15:03 AM EST)

**Question 9**

HKA is performing work for Broward county on litigation and dispute matters. Does that work preclude HKA from performing the work under this RFP? (Submitted: Jan 20, 2021 9:00:36 AM EST)

**Answer**

- Please review the entire specifications, terms and conditions of the solicitation. Including, but not limited to, Item 2.17. If your firm meets all requirements, qualifications, terms and conditions of the bid, there would be no apparent reason for not allowing your firm to submit. (Answered: Jan 21, 2021 10:28:16 AM EST)

**Question 10**

What is the name of the CM that was hired. (Submitted: Jan 24, 2021 5:52:10 PM EST)

**Answer**

- See question 3 (Answered: Jan 26, 2021 10:38:08 AM EST)

**Question 11**

1. Since most of the audit work on the project will be done remotely, and many of the firms who are qualified to complete the work as sole proprietors, LLC or small corporation and not required to carry Worker's Compensation. Would the City of Fort Lauderdale be open to waiving the workers compensation insurance

requirement for firms who qualify?

2. On page 13 of the RFP it states "Limited Site Visits and other meetings" How many site visits and other meetings would you like the prospective vendor to budget for?

3. Since the final terms and conditions of the construction contract have not been finalized, does the City intend to have audit firm assist with contract review and negotiations with CM firm?

4. Does the City of Fort Lauderdale have audit report requirements that they intend to use? (Submitted: Jan 25, 2021 1:43:54 PM EST)

#### Answer

- 1.) As indicated: Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workersâ™ Compensation insurance. Exceptions and exemptions will be allowed by the Cityâ™s Risk Manager, if they are in accordance with Florida Statute.

2.) Unknown, but limited; a kickoff meeting should be anticipated; however, the current climate will have an impact. Communication will be by telephone or video conferencing.

3.) The scope of work for this project requires pricing for both contract review and negotiation; whether the city intends use one or both of these options will be determined at a later date.

4.) Status reports will be presented to the City Commission at the direction of the City Auditor; format for such reports will be developed by the City Auditor Office once the project is active. (Answered: Jan 26, 2021 10:42:11 AM EST)

#### Question 12

In the "Other Services" section of the RFP, it asks for an approach for document/file sharing between the CMAR and the City. Is this referring to a hosted environment, provided by the audit firm? (Submitted: Jan 25, 2021 4:18:04 PM EST)

#### Answer

- Yes (Answered: Jan 26, 2021 10:38:08 AM EST)

#### Question 13

Will all documentation to be reviewed be available in electronic format? (Submitted: Jan 26, 2021 3:01:45 PM EST)

#### Answer

- The scope of services/Other Services requires the selected vendor to have an approach to document/file sharing between all parties. This requirement is to facilitate an efficient, transparent and accessible communication platform between all parties, which would include the ability to upload all required documentation for the review. (Answered: Jan 27, 2021 12:04:31 PM EST)

#### Question 14

Will the City require any site visits? What travel costs are anticipated, if any? (Submitted: Jan 26, 2021 3:02:21 PM EST)

#### Answer

- The scope of services states limited site visits, starting with a kick off meeting with the project management team; for the duration of the project the number of visits will be determined on as needed basis. Travel costs for site

visits should be part of the lump sum pricing for each category. (Answered: Feb 2, 2021 6:11:47 PM EST)

#### Question 15

Will this be an Agreed-Upon Procedures engagement with recommended procedures being presented by the contracting firm or will the City develop the procedures to completed? (Submitted: Jan 26, 2021 3:02:41 PM EST)

#### Answer

- The selected vendor will have its own procedures (approved by the City)based on past construction audit experience. (Answered: Jan 27, 2021 12:04:31 PM EST)

#### Question 16

Section 4.25 of the Bid Solicitation states that at least one reference be from the State of Florida. If the proposing firm does not have a reference from the State of Florida will this disqualify the proposing firm from consideration? (Submitted: Jan 26, 2021 3:02:59 PM EST)

#### Answer

- The sentence "with at least one being in the State of Florida" is a preference, not an absolute requirement (Answered: Feb 5, 2021 10:47:43 AM EST)

#### Question 17

If the proposing firm cannot provide at least one reference from the State of Florida, will the City accept relevant experience that the proposing firm can present? (Submitted: Jan 26, 2021 3:03:28 PM EST)

#### Answer

- The sentence "with at least one being in the State of Florida" is a preference, not an absolute requirement. Acceptable if experience can be verified (contact info. provided) (Answered: Feb 5, 2021 10:47:43 AM EST)

#### Question 18

Will reportable issues be presented in a report format? (Submitted: Jan 26, 2021 3:03:49 PM EST)

#### Answer

- Yes (Answered: Jan 27, 2021 12:04:31 PM EST)

#### Question 19

The RFQ states "Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein." What is expected for this? Is a certification from the person signing the proposal sufficient evidence? (Submitted: Jan 28, 2021 2:58:41 PM EST)

#### Answer

- There are various ways.. Reso., Name listed on Div. of Corporations as an officer..etc. If you are indeed authorized to execute contracts for your firm, simply show documentation that gives you that authority. (Answered: Feb 5, 2021 10:47:43 AM EST)

#### Question 20

Per GENERAL CONDITIONS clause 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." Does this clause applicable to this RFP? And can registration be after the award of the contract? (Submitted: Jan 28,

2021 7:48:55 PM EST)

**Answer**

- We will not issue a contract without it. (Answered: Feb 5, 2021 10:56:56 AM EST)

**Question 21**

Is a fixed price quote the only option or would a Not-to-Exceed/GMP amount? (Submitted: Jan 30, 2021 1:13:19 PM EST)

**Answer**

- Proposer must submit pricing in accordance with instructions (Answered: Feb 5, 2021 10:56:56 AM EST)

**Question 22**

If we have an alternative approach that we feel will still meet the requirements of the RFP and be less labor intensive and lower cost are we allowed to include the alternative approach as well as pricing so you have the opportunity to review both and discuss? (Submitted: Jan 30, 2021 1:22:57 PM EST)

**Answer**

- No alternates will be considered / accepted (Answered: Feb 5, 2021 2:57:58 PM EST)

**Question 23**

Is there a Right to Audit clause that requires the CMAR to cooperate with any auditor and are there any penalties for excessive billing? (Submitted: Feb 2, 2021 2:40:04 PM EST)

**Answer**

- Yes, there will be an Right to Audit Clause. (Answered: Feb 2, 2021 6:11:47 PM EST)

**Question 24**

- 1) At what stage of the design will the GMP(s) be issued?
- 2) How many GMP contracts are anticipated to be issued?
- 3) Who is expected to review the entitlement (the percentage of completion on the Schedule of Values) of each application for payment? (Submitted: Feb 4, 2021 3:43:48 PM EST)

**Answer**

- 1) To be determined
- 2) One
- 3) Percentage of completion is determined by the City, contractor and architect (Answered: Feb 5, 2021 10:47:43 AM EST)

**Question 25**

On the first page at the bottom it states - Fill out the qualifications for this agency. Click here. As i clicked it list City of Ft. Lauderdale required Certificates and Licenses listed that are not related to this solicitation, please advise if this is a requirement for this submittal? (Submitted: Feb 5, 2021 3:29:25 PM EST)

**Answer**

- They are not required for this solicitation (Answered: Feb 5, 2021 3:51:23 PM EST)

**Question 26**

The RFP lists Business Automobile Liability, Professional Liability and /or Errors and Omissions and Workers compensation and Employer's Liability as the insurance requirements. The sample contract has different requirements. Please clarify that only the insurance categories in the RFP apply and not those in the sample contract. (Submitted: Feb 9, 2021 8:53:53 AM EST)

**Answer**

- Please abide by the insurance requirements /categories in the actual RFP. (Answered: Feb 9, 2021 3:58:59 PM EST)

**Question 27**

RFP Section 2.12.1: If the city were to require similar work for other city departments, is the additional work compensated as an additional service using the stated hourly rate? (Submitted: Feb 9, 2021 8:54:06 AM EST)

**Answer**

- Yes - it would be (Answered: Feb 9, 2021 3:58:59 PM EST)

**Question 28**

Is there going to be a building commissioning at the end of construction If so, will a commissioning agent be engaged? (Submitted: Feb 9, 2021 8:54:19 AM EST)

**Answer**

- Any commissioning would be done via a separate agreement. (Answered: Feb 10, 2021 10:24:27 AM EST)

**Question 29**

Is the building going to be LEED certified? If so, will a LEED commissioning agent be engaged? (Submitted: Feb 9, 2021 8:54:27 AM EST)

**Answer**

- Scope of work is for the construction of the project; any certifications would be done via a subcontractor or separate direct City agreement (Answered: Feb 10, 2021 10:24:27 AM EST)

**Question 30**

Is there a Project Schedule available, which shows the major construction activities and duration? The sample contract (Item P, page 12) states that the signing of the contracts affirms its believe that the schedule is reasonable. (Submitted: Feb 9, 2021 8:54:44 AM EST)

**Answer**

- A firm project schedule is not available at this time. Item P may be addressed further before execution of this contract. (Answered: Feb 10, 2021 10:59:02 AM EST)

**Question 31**

Where in the workflow does the City intend for the awardee to perform pay application reviews? Will the awardee be reviewing pay applications after the City has approved and paid, or prior to the City's approval/payment to the CMAR? (Submitted: Feb 9, 2021 12:01:29 PM EST)

**Answer**

- The CMAR will submit the monthly pay application, â€œpencil copy,â€ to the City and the awarded vendor via the shared document file as required in the scope of this RFP, concurrently. (Answered: Feb 10, 2021 10:24:27 AM EST)

**Question 32**

When does the City intend for the awardee to perform contract compliance/close out procedures? Will the awardee perform this work after the City has approved and made final payment, or prior to the City's final payment / release of retainage to the CMAR? (Submitted: Feb 9, 2021 12:02:45 PM EST)

**Answer**

- Close out/contract compliance preparation begins prior to final payment with actual audit work commencing once the City receives final payment request. (Answered: Feb 10, 2021 10:24:27 AM EST)

**Question 33**

Do we need to separately and specifically address Section 2.17 Minimum Qualifications in our Response? Or reference within the proposal response where they are addressed? Or are these inherently addressed by following the requirements noted in the submittal section - section 4.2? (Submitted: Feb 9, 2021 4:04:08 PM EST)

**Answer**

- Submittal requirements are in Section 4.2. Firms must assure that they meet the minimum requirements as indicated. You may prove that you meet certain requirement in your response to this section if you chose. But basically, if any investigation, etc. proves that a firm does not meet the minimum qualifications, they may be deemed non-responsive. (Answered: Feb 11, 2021 4:29:18 PM EST)

**Question 34**

The RFP says there are two phases. One CMAR contract and same CMAR for both phases? (Submitted: Feb 9, 2021 4:05:20 PM EST)

**Answer**

- Yes (Answered: Feb 11, 2021 4:29:18 PM EST)

**Question 35**

RFP scope says the Project has two distinct phases. Does the scope of services for this engagement include two separate Construction Compliance/Closeouts - one for each phase at the end of each phase (Parking Garage, Police Station)? (Submitted: Feb 9, 2021 4:07:54 PM EST)

**Answer**

- The final closeout pertains to the entire project; a garage phase closing may be done and then rolled up into the final; but final this will be determined at a later date. (Answered: Feb 11, 2021 4:29:18 PM EST)

**Question 36**

1. The RFP does not stipulate a Cone of Silence, is there one in place?

2. Sec 4.2.3- Experience and Qualification - What constitutes as evidence for this section as it relates to Section III a) Goals b) Base Services c) Additional Services?

3. What is the budget for the audit services? (Submitted: Feb 9, 2021 4:18:31 PM EST)

**Answer**

- 1. No
- 2. Actual experience
- 3. A firm budget is not available at this time **(Answered: Feb 11, 2021 4:29:18 PM EST)**

**Question 37**

- 1. Local Business Preference – if the subcontractor rather than the prime, has an employee that lives in the City of Fort Lauderdale will the proposal meet the Class B qualification
- 2. Section VI – Title, if the proposer wishes to have other classifications outside of what is presented, can they be added?
- 3. Additional Services – Guaranteed Maximum Price Proposal Review – How many change orders are anticipated for this project?
- 4. Is there a proposed budget for these services, if yes, please provide. **(Submitted: Feb 9, 2021 4:47:27 PM EST)**

**Answer**

- 1. No
- 2. Yes
- 3. Unknown
- 4. A firm budget is not available at this time **(Answered: Feb 11, 2021 4:29:18 PM EST)**

**FORT HILL ASSOCIATES, LLC**

Bid Contact **DOUG PLYLER**  
**dplyler@forthillassociates.com**  
**Ph 919-631-2376**

Address **7900 OAK LANE**  
**SUITE 400**  
**MIAMI LAKES, FL 33016**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12468-216--01-01	Pay Application Review (Base Service)	<b>Supplier Product Code:</b> <b>First Offer - \$2,700.00</b> <b>Supplier Notes:</b> Entire Proposal attached along with Pricing Breakdown	24 / each	<b>\$64,800.00</b>	Y Y
12468-216--01-02	Contract Compliance / Close Out (Base Service)	<b>Supplier Product Code:</b> <b>First Offer - \$13,440.00</b>	1 / job	<b>\$13,440.00</b>	Y Y
12468-216--01-03	Contract Review	<b>Supplier Product Code:</b> <b>First Offer - \$4,000.00</b>	1 / job	<b>\$4,000.00</b>	Y Y
12468-216--01-04	Guaranteed Maximum Price Proposal Review	<b>Supplier Product Code:</b> <b>First Offer - \$3,680.00</b>	1 / job	<b>\$3,680.00</b>	Y Y
				Supplier Total	<b>\$85,920.00</b>

**FORT HILL ASSOCIATES, LLC**Item: **Pay Application Review (Base Service)****Attachments**

B Pricing.pdf

Fort Lauderdale RFP 12468-216 210216.pdf

SECTION VI – Hourly Labor Breakdown to Cost

Proposer Name: FORT HILL ASSOCIATES, LLC

Proposers are required to provide the hourly rate and estimated number of hours that corresponds to the service categories below and totals on the Bidsync pricing page.

Pricing shall include all labor, materials and incidentals to complete contract

The Hourly Labor Breakdown data, may be used to determine cost of performing work within the contract scope such as the review of a change order that increases the GMP, as well as the need to increase the number of pay applications due to a construction schedule change. When any such situation occurs, CAO will determine, along with the selected firm and any other effected party, the number of staff and hours required to complete the review.

NOTE: ALL SERVICE TOTALS ARE PER EACH, EXCEPT PAY APPLICATION REVIEW WHICH MUST BE MULTIPLIED BY 24

Construction  
Contract Audit  
Services

Hourly Labor Breakdown

Indicate the number of hours per title per service

Title	Hourly Rate	Base Services				Contract Review	GMP Proposal Review		
		Pay Application Review		Contract Compliance & Close Out					
		# Hrs	Subtotal	# Hrs	Subtotal		# Hrs	Subtotal	# Hrs
Partner/Principle	\$ 200	3.5	700	16	3,200	20	4,000	4	800
Sr Mgr/Mgr	\$ N/A								
Sr. Auditor	\$180							16	2,880
Staff Auditor	\$160	12.5	2,000	64	10,240				

☐ Add any additional or replacement staff titles as it fits your organization and requirements for this contract.

<input type="checkbox"/>	<b>TOTAL COST PER SERVICE (Must match totals in BIDSYNC)</b>
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

	x24 = \$		\$		\$		\$
16	64,800	80	13,440	20	4,000	20	3,680

Submitted by:

CURT PLYLER  
Name (printed)

2/16/2021  
Date

Curt Plyler  
Signature  
PRINCIPAL  
Title



**CITY OF FORT LAUDERDALE**

**City of Fort Lauderdale**

**RFP# 12468-216**

**Construction Audit Services for New Police Headquarters**

**February 16, 2021**

**Name: Fort Hill Associates, LLC**

**Corporate Office:**  
**37 Villa Road, Suite 106**  
**Greenville, South Carolina 29615**  
**Phone (877) 286-0408**

**Primary Contact: Curt Plyler**  
**Address: 37 Villa Road, Suite 106**  
**Greenville, South Carolina 29615**  
**Phone (877) 286-0408 x304**  
**Fax (864) 382-3141**  
**E-mail: [cplyler@forthillassociates.com](mailto:cplyler@forthillassociates.com)**

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**CONFIDENTIAL - ONLY FOR REVIEW WITH INTENDED PARTIES**

BidSync

CAM #25-0414  
Exhibit 3  
Page 72 of 174

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February 16, 2021

Mr. James Hemphill  
Procurement Specialist  
City of Fort Lauderdale  
100 N. Andrews Avenue, 619  
Fort Lauderdale, Florida 33301

Dear Mr. Hemphill:

Enclosed is Fort Hill Associates, LLC's response for the City of Fort Lauderdale Request for Proposal for construction audit services for the New Police Headquarters Project.

Fort Hill Associates is uniquely qualified to provide the scope of services requested by the City of Fort Lauderdale on this project. Fort Hill is a full-service construction audit consultancy, specializing in pre-construction contract reviews and construction phase audits. Our team has worked with Owner's Representatives, Facilities Departments, Internal Audit Departments and other organizations on the Owner's side to help monitor compliance with the terms and conditions of their construction agreement. It is this singular focus that sets Fort Hill apart from other audit firms.

Fort Hill has significant experience in auditing projects both in size and complexity to the New Police Headquarters project. As described in the proposal, every one of us is excited to work on this project – the challenges require the experience, collaboration, and commitment Fort Hill Associates can provide.

Please contact me at 864.274.0992 (O) or 919.624.0736 (C) if you have any questions regarding our proposal. We look forward to hearing from you.

Sincerely,

*Curt Plyler*

Curt Plyler  
Principal

phone 877/286/0408

fax 864/382/3141

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BidSync

CAM #25-0414  
Exhibit 3  
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## 4.2.2 EXECUTIVE SUMMARY

*Each Offeror must submit an executive summary that identifies the business entity, Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, its background, main office(s), and office location that will service this contract; Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Provide your staffing structure, Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work, providing this information on an organizational chart is recommended; Indicate all office locations involved. The executive summary should also summarize the key elements of the proposal.*

## Executive Summary

### General Information

**Legal Name:** Fort Hill Associates, LLC

**Type of Business:** Construction Audit Consultancy

**Year of Formation:** 2006

**Website:** [www.forthillassociates.com](http://www.forthillassociates.com)

**Business Organization:** Limited Liability Corporation (Partnership)

**State of Incorporation:** South Carolina

**Florida Department of State Registration (Sunbiz) Document Number:** M14000004770 (active status)

**Federal Tax Identification Number:** 56-2605132

**Change in Ownership in Last Ten Years:** None

**Total Employees:** Nine (9) with seven (7) Certified Construction Auditors, one Certified Public Accountant, one Professional Engineer, and one licensed General Contractor

**Firm's Principals (each with 1/3 Ownership):**

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fax 864/382/3141

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Mr. Curt Plyler (Engagement Manager) and founding Fort Hill Principal in 2006

*Certified Construction Auditor (CCA)*  
*Chartered Financial Analyst (CFA)*

Mr. Martin Howell (Audit Staff) and founding Fort Hill Principal in 2006

*Certified Construction Auditor (CCA)*

Mr. Doug Plyler (Audit Staff) and founding Fort Hill Principal in 2006

*Certified Construction Auditor (CCA)*

**Specializing In:** Fort Hill Associates, LLC is a full-service construction audit consultancy, specializing in pre-construction contract reviews and construction audits. Fort Hill assists owners of construction projects by ensuring contract compliance through the validation of up to 100% of the transaction costs passed from their Contractors/Construction Managers on their construction projects. Fort Hill's pre-construction contract reviews identify and mitigate issues before they arise. The audits and reviews not only potentially return and save money on an Owner's current project, but also create a knowledge base within the Owner's organization of the issues that can arise on future projects.

**Fort Hill Associates' Corporate Office and Principal Place of Business:**

37 Villa Road, Suite 106  
Greenville, South Carolina 29615

**Primary Contact:**

Curt Plyler, CFA, CCA  
[cplyler@forthillassociates.com](mailto:cplyler@forthillassociates.com)  
37 Villa Road, Suite 106  
Greenville, South Carolina 29615  
Ph. 877.286.0408 Ext. 304 Fax 864.382.3141

## Company History

The Principals of Fort Hill Associates established the firm in 2006 to create a contract auditing practice leveraging their combined financial and accounting expertise and experiences. The Principals have been responsible for contract compliance within Fortune 500 companies and their leadership has grown the consultancy from a regional player in the Mid-Atlantic area into an established construction audit firm with projects throughout the United States, as well as internationally.

The Principals have collectively audited numerous construction and facilities maintenance contracts for all types of clients and projects – from facilities maintenance contracts at small firms to a \$1.2B construction project for a large

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chemical processing and energy company. The Principals are Curt Plyler, Martin Howell, and Doug Plyler.

Fort Hill's evolution began with Curt Plyler. Mr. Plyler had nearly nine years of experience with IBM in a variety of financial and accounting roles. Mr. Plyler began his career approving engineering change orders for IBM's PC manufacturing, and was thus very well acquainted with the need for contract auditing. In 2004, Mr. Plyler formed EPP Contract Audit Services, LLC with two other partners. This firm specialized in performing contract audits for assisted living facilities.

In 2006, Mr. Plyler left EPP to start a contract auditing practice with a broader scope and two other partners called Fort Hill Associates, LLC. Doug Plyler spent nine years in multi-family housing development and finance based in Greenville, SC. His experience and contacts are most beneficial to Fort Hill's desire to target real estate developers. Martin Howell spent more than a decade managing various aspects of plant engineering and operations, primarily with Fuji Photo Film, Inc. in Greenwood, SC. Mr. Howell brings valuable experiences to Fort Hill from his instrumental role in the startup and construction of four manufacturing facilities for Fuji Photo Film, Inc.

Most of Fort Hill's clients have utilized Fort Hill for pre-construction, in-process, and/or close-out reviews for projects administered under reimbursable contracts. Fort Hill has fulfilled the contract audit role for many internal audit, facilities, and finance departments in higher education and healthcare.

**Fort Hill will utilize its Principals and Senior Construction Auditors to effectively and efficiently manage all audits for the City of Fort Lauderdale.**

Curt Plyler will serve as the Engagement Manager in charge and will be the designated Fort Hill liaison to the Owner. All audit staff assigned to this project have obtained the Certified Construction Auditor (CCA) designation and are members of the Institute of Internal Auditors (IIA). In addition, the firm's staff includes a CPA with a General Contractor's license (NC), as well as an attorney who is a member of the American Bar Association's Forum on Construction Law (Division 12 – representing Owners).

## Firm Leadership & Staff

*Principal:*  
*Years of Construction Auditing Experience:*  
*Years with Firm:*  
*Location:*  
*Education:*

**Curt Plyler, CFA, CCA**  
 16 years  
 14 years  
 Greenville, South Carolina  
 B.S. (Clemson University '93); M.B.A. (Wake Forest University '95)

*Principal:*  
*Years of Construction Auditing Experience:*

**Martin Howell, CCA**  
 14 years

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*Years with Firm:*

*Location:*

*Education:*

14 years

Greenville, South Carolina

B.S. (Clemson University '94)

*Principal:*

*Years of Construction Auditing Experience:*

*Years with Firm:*

*Location:*

*Education:*

**Doug Plyler, CCA**

14 years

14 years

Greenville, South Carolina

B.S. (Clemson University '94); M.B.A. (Vanderbilt University '96)

*Senior Construction Auditor:*

*Years of Construction Mgmt/Auditing Experience:*

*Years with Firm:*

*Location:*

*Education:*

**Jim McCoy, PE, CCA**

34 years

4 years

Arlington, Virginia

B.S. (Virginia Tech '83)

*Senior Construction Auditor:*

*Years of Construction Auditing Experience:*

*Years with Firm:*

*Location:*

*Education:*

**William Springer, CCA**

11 years

5 years

Atlanta, Georgia

B.S. (Mercer University '83)

*Construction Auditor:*

*Years of Construction Auditing Experience:*

*Years with Firm:*

*Location:*

*Education:*

**Anne Hill, CCA**

11 years

11 years

Raleigh, North Carolina

B.A. (Wake Forest University '87)

*Construction Auditor:*

*Years of Construction Auditing Experience:*

*Years with Firm:*

*Location:*

*Education:*

**Amy Edwards, CPA, CCA**

6 years

4 years

Raleigh, North Carolina

B.S. (NC State)

*Counsel*

*Years with Firm:*

*Location:*

*Education:*

**Kristin Eldridge Plyler, Esq**

12 years

Greenville, South Carolina

B.A. (Wake Forest University '86); J.D. The University of North Carolina '91

phone 877/286/0408

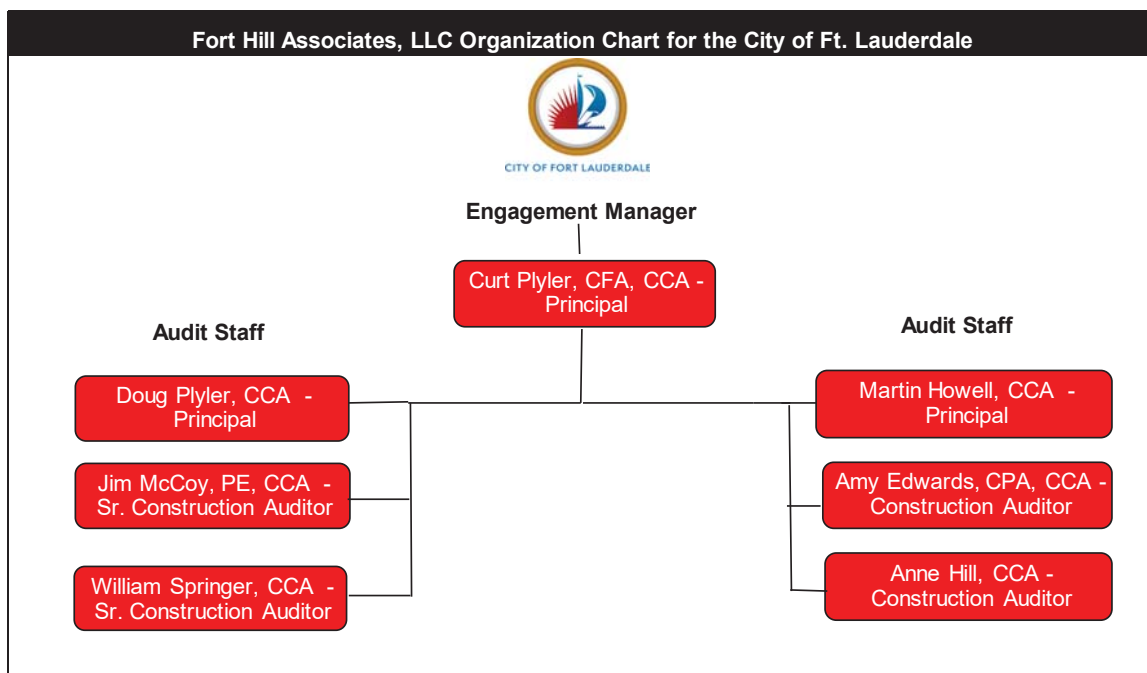
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## Specialized Audit Program

Fort Hill customizes each audit program to the specific requirements of their client. The audit program includes both the recommended timing of each review given the specific project parameters, but also a detailed audit process to match the needs of the client. Similar issues are prevalent despite differences in overall project size. However, larger projects do tend to have more exposure to various issues such as Construction Manager-Owned Equipment, Change Orders, Information Technology costs, and Insurance and Bond billings.

Fort Hill can assist the City of Fort Lauderdale with the following tasks:

- RFP preparation assistance & analysis
- Contract language guidance
- Pre-Construction Contract Reviews
- Interim/Closeout Reviews
- Settlement Negotiations
- Litigation Support
- Training

Other than the historical and procedural discovery, Fort Hill's audit approach requires the Owner's presence at 1) the initial kickoff meeting between the Construction Manager and the Owner's personnel 2) at project conclusion to review the draft report for agreement of the findings, and 3) to attend any

potential settlement resolution meeting with the Construction Manager.

Fort Hill will arrange a kickoff meeting to bring all parties together at audit inception. This meeting is designed to review the documentation request and agree on a timeline for audit completion that meets the City of Fort Lauderdale's objectives without impacting the Construction Manager's ongoing business commitments. Additionally, the City of Fort Lauderdale's presence at this meeting will signal the importance of this process to the Construction Manager. Fort Hill will send an e-mail weekly to the appropriate individuals at the City of Fort Lauderdale to update them on the progress of the audit. An initial draft audit report will be prepared and reviewed with the City of Fort Lauderdale prior to release to the Construction Manager. It is assumed the City of Fort Lauderdale's stakeholders will provide input at this stage on the items for inclusion in the final report and executive summary to be released to the Construction Manager.

## Audit Process

Fort Hill's typical audit scope is a complete validation of the reimbursable basis of all costs billed to the Owner. Fort Hill's audit program consists of auditing to the lowest source document for each of the five categories shown in the table below.

Labor	Materials	Subcontractors	Leased Equipment	Other
Payroll reconstruction	Billed in accordance with contract	Payment cancellation	Rates are in accordance with contract	Monetary float
Multiplier verification	Review for duplicate payments	Change Order pricing reviews	Aggregate payments do not exceed fair value	Travel
Proper application of multiplier	Confirmation of rebates issued	Review of duplicate payments	Equipment idle on job site	Misc. expenses
Non-reimbursable personnel	Pricing reasonableness testing	Appropriate bid process	Auto allowances	Overhead charges
Overtime	Quantity purchased reasonableness testing	Payment reconciliation		Recruiting expenses
Ghost(s) on payroll	Unconsumed materials/scrap reasonableness testing			Relocation expenses

**Labor** – Fort Hill's audit program reviews all timesheets and payroll records to confirm both hours billed to the Owner's project and wages earned plus actual uplift for payroll burden/benefits. In many instances, cost recovery is obtained for the Owner because of conservative estimates used for burden in lieu of actual costs as well as burden components that are non-reimbursable pursuant to the Contract.

**Materials** – Fort Hill's audit program reviews invoices, purchase orders, material requisitions, etc. to ensure both the amount billed to the Owner is correct for material purchases but also that the quality of materials purchased is consistent with contractual documents. In various instances, cost recovery is obtained from rebates that are not passed back through to the Owner.

**Subcontractors** – Fort Hill's audit program performs a complete reconciliation of all fixed price Subcontractors. For Subcontractors, whose contract with the Construction Manager is a reimbursable one, Fort Hill's performs the same level

and scope of analysis that is performed on the Construction Manager. In many cases, cost recovery is obtained when Subcontractors responsible for rework or additional cleanup are not back charged appropriately.

**Leased Equipment** – Fort Hill reviews both the reasonableness of the rental rate and aggregate rental amount of all equipment leased back to the Owner's project. In many instances, cost recovery is obtained when aggregate rental amounts exceed contractually specified rates.

**Other** – Fort Hill validates the reimbursable basis of all charges billed back to the Owner. In many instances, the Construction Manager utilizes allocations for items such as general liability insurance, information technology, etc. Fort Hill reviews both the reasonableness along with the reimbursable basis of the various components comprising this rate. In many instances, cost recovery is obtained when corporate overhead is billed as a component of these rate buildups.

**Change Order Review** – Fort Hill also performs a comprehensive review of any change orders issued on a project. Fort Hill's review consists of:

- Bid Process: Fort Hill reviews the bid process for any change orders to ensure the appropriate process was followed.
- Markups: Fort Hill reviews all markups to ensure contractually stipulated markups were applied correctly.
- Cost: Fort Hill reviews all components comprising the change order to ensure the correct cost was applied.

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### 4.2.3 EXPERIENCE AND QUALIFICATIONS

*Indicate the firm's number of years of experience in providing the professional services as it relates 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; including; licenses and any other pertinent information of proposed staff to be associated with this project including management, technical, support staff.*

*Discuss your firm's knowledge of, and experience in, performing services as indicated in the City's goals as listed in Section III – Technical Specifications/Scope of Services. Provide evidence.*

Most of our work centers on audits of Contractors and Construction Managers working under a Guaranteed Maximum Price (GMP) contract. Given this contracting methodology is generally utilized on more complex projects, the majority of the projects audited ranges from \$20MM to \$300MM. In 2020, Fort Hill performed approximately 100 reviews for its clients on projects at various stages of construction; many of these projects were comprehensive audit programs throughout the project life similar in scope to the New Police Headquarters project. As a result, we utilize the intelligence we have gained on the billing practices of contractors and the local market environments in which they operate. The underlying construction contract, however, will be thoroughly analyzed to ensure billings are compliant regardless of 'market business practices'.

Our team, composed of nine employees, is highly experienced, with the firm's three Principals having been with Fort Hill since its founding in 2006. Supplementing this team are individuals hired from industry with specific expertise to enhance the services provided to our clients. For example, Jim McCoy is a licensed Professional Engineer with 30 years of experience as a Contracts Manager at Virginia Tech. Mr. McCoy has been with Fort Hill for 4.5 years and holds the Certified Construction Auditor (CCA) designation. Similarly, William Springer brought 25 years of healthcare industry experience (Director of Internal Audit/CFO) prior to joining Fort Hill in 2015, and Amy Edwards brought 30 years of general contracting experience. Both hold the CCA designation, and Amy is also a CPA with an active General Contractor's license. In all, seven of the nine employees have earned the CCA designation. Fort Hill does not intend to utilize any sub-consultants on any work performed for the City of Fort Lauderdale.

Fort Hill has considerable experience performing construction audits for other public sector entities. In the past, Fort Hill has been engaged, and is currently engaged, on numerous projects at the main public hospital in Fort Lauderdale

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(Broward Health) and a large infrastructure project for a major international airport (Port of Seattle – International Arrivals at SeaTac Airport). Fort Hill is currently providing assistance to public school districts in Georgia (DeKalb County) and Virginia (Frederick County), as well as the Georgia State Financing and Investment Commission. The majority of Fort Hill's work is for higher education and healthcare institutions as outlined further below.

### Higher Education Client List

Duke University	University of Texas System
Emory University	University of Houston System
Vanderbilt University	Texas A&M University System
University of North Carolina System	Vanderbilt University
Wake Forest University	University of Maryland System
High Point University	Old Dominion University
Clemson University	George Mason University
Medical University of South Carolina	LoneStar College
University of North Florida	University of Wyoming
New College of Florida	James Madison University
West Virginia University	Oregon State University
Virginia Tech	Portland State University
Radford University	

### Healthcare Client List

Alexian Brothers Health System	Lexington Medical Center
Allegheny Health Network	Northeast Georgia Health System
BayCare Health System	Piedmont Athens Regional Medical Center
Beebe Healthcare	Prisma Health
Broward Health	Sharp HealthCare
Capital Medical Center	Spartanburg Regional Health System
Children's Healthcare of Atlanta (CHOA)	St. Clair Hospital
Cleveland Clinic Martin Health	Stamford Hospital
Clovis Community Medical Center	UNC Health Care
Cone Health	University of Pittsburgh Medical Center (UPMC)
Duke University Health System	University of Texas Southwestern Medical Center
HealthSouth	Wake Forest Baptist Medical Center
Hospital Corporation of America (HCA)	WakeMed Health & Hospitals
Houston County Health System	WellStar Health System

### Partnerships

American College and University Auditors (ACUA)  
 American Healthcare Internal Auditors (AHIA)  
 SpendMend  
 Vizient

While more of our experience has been for clients seeking closeout and multi-period audit reviews, Fort Hill is performing, or has performed, monthly payment

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application reviews for Vanderbilt University, West Virginia University, the University of Texas Southwestern Medical Center, and Hudson Advisers.

*Discuss your firm's knowledge of, and experience in, performing services as required in "Base Services" in Section III – Technical Specifications/Scope of Services. Provide evidence.*

## Fort Hill Associates' Audit Procedure for the City of Fort Lauderdale

The requested audit timeline for the City of Fort Lauderdale New Police Headquarters project includes an extensive pre-construction contract review to be completed in Q2 2021 which will establish the fundamental contract requirements and audit expectations. The initial payment application reviews will begin in August 2021 as construction begins through to the closeout audit performed in January 2023.

### Base Services

#### Monthly Payment Application / Closeout Audit Process

FHA's audit process consists of two parts:

1. All invoices are reviewed and all charges are validated to be reimbursable items in the contract.
2. A field audit is conducted to allow FHA to verify various items in the Construction Manager's system(s) and resolve any outstanding issues. The field audit typically lasts one day.

### Payroll

1. A review of payroll is conducted by reconstructing it from the original source documents such as the timesheet and the on-site timekeeping system.
2. The following items are verified upon payroll reconstruction:
  - a. Individual rates are within the rate ranges specified by the contract(s)
  - b. Straight time hours billed agree with the timesheet
  - c. Overtime hours agree with the timesheet
  - d. All payroll components are calculated correctly
  - e. Burden and benefit multipliers are applied per the contract terms
  - f. Actual costs are reconciled (i.e., a true-up) when estimated costs are utilized (i.e., multipliers)

- g. Items not specified in the contract as reimbursable are not present in the billings (i.e., car allowances, per diem, and bonuses)
- h. Individuals billed are listed on the approved project roster (if required by the contract)
- i. Amount billed for payroll is being passed to the employee (verified in the field audit)
- j. Amount billed for overtime is passed to the employee (verified in the field audit)
- k. Ghost(s) on the payroll (verified in the field audit)

## All Subcontracts

1. Verify the bid process is in accordance with the contractual terms (receive an outline of the bid process in the field audit and then test to determine compliance)
2. Verify the City of Fort Lauderdale's approval was obtained if required by the contract
3. Reconcile payments made to Construction Manager to payments the Construction Manager paid to the Subcontractors (verified in the field audit)
4. Verify amounts paid to Construction Manager do not exceed contract value
5. Determine if change orders are properly approved and executed
6. Ensure true "arm's length" transactions are occurring (if Subcontractor is a wholly or partially-owned subsidiary of the Construction Manager determine if fair market value pricing exists)
7. Identify duplicate payments

## Leased Equipment (Construction Manager-owned and third-party)

1. Verify the City of Fort Lauderdale's approval if required by the contract
2. Verify lease process is in accordance with the contract
3. Verify lease payments are in accordance with any caps imposed by the contract (most contracts call for lease payments to cease when aggregate lease payments reach a certain specified value, such as 80% to 90% of the fair value of the asset)
4. Verify equipment is being utilized and not just sitting on the project site (verified in the field audit). This verification is difficult to obtain after the equipment has left the job site. The optimal time to audit this item is at the peak of activity.
5. Verify all other charges related to leased equipment are in accordance with the contract
6. Identify duplicate payments

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## Materials and Other

Typically, all charges that do not fall in the category of payroll, Subcontractors, and leased equipment will be billed under the materials and other category. These charges range from miscellaneous supplies to Construction Manager out-of-pocket expenses for travel and materials utilized on the project.

FHA reviews up to 100% of these charges to determine if any are not in compliance with contractual terms and identifies the existence of any duplicate payments.

## Audit Report

Upon the completion of each audit, FHA will draft an audit report itemizing all charges billed that were not compliant with the compensation arrangements in the contract. FHA does not review this report with the Construction Manager prior to review with the City of Fort Lauderdale. After FHA and the City of Fort Lauderdale have analyzed the report, FHA will make any edits requested and issue the report.

After the audit report is issued, the Construction Manager will be given a specific period to respond. The City of Fort Lauderdale will take comments into consideration and a corrective action will be taken. FHA offers complete assistance during the discussions with the Construction Manager and is content to be a voice on the side of the City of Fort Lauderdale. However, if the City of Fort Lauderdale so desires, the discussion phase can be handled without FHA's presence.

***Discuss your firm's knowledge of, and experience in, performing the additional service and other service requirements as indicated in Section III – Technical Specifications/Scope of Services. Provide evidence.***

## Additional Service and Other Service Requirements

### Contract & GMP Proposal Review

Upon receipt of all applicable project documentation, Fort Hill will provide the following services:

1. Analyze the various procurement and contract documents and identify gaps, conflicts and/or existing language which could create adverse issues during the project. Where appropriate, suggested modifications as well as additional contract language for future projects will be provided.

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2. Confirm subcontractor bids and associated GMP pricing. Identify any self-performed work (or work performed by companies that may be affiliated with the Construction Manager) and, if applicable, confirm the City of Fort Lauderdale documentation requirements and procedures for authorization and cost reporting.
3. Evaluate the Schedule of Values and initial Payment Applications submitted by the Construction Manager.
4. Confirm and evaluate documentation requirements, procedures, forms, etc. for authorizing and tracking a) Owner change orders, b) expenditures against the Construction Contingency and c) expenditures against any Allowances that may be included in the GMP proposal.
5. Identify documentation needed from the Construction Manager to complete the Closeout Construction Audit.

## **Pre-Construction Contract Review / Initial Construction Audit**

1. The City of Fort Lauderdale will provide Fort Hill a copy of all proposed Contract documents, including attachments, exhibits, and workbooks.
2. FHA will analyze the Contract documents and identify existing language, which could cause issues during the project. Suggested modifications, as well as additional Contract language, will be provided.

### **Labor**

1. Upon the initial meeting with the Construction Manager, a request will be made to obtain the proposed project roster.
2. Payroll rates will be requested and reviewed against prior periods to ensure significant raises have not been put in place prior to project inception. The labor rates will also be analyzed to ensure they fall into reasonable 'bands' for the specific job classification in the project's regional area.
3. FHA will request an understanding of the proposed methodology to recover the Construction Manager's burden and benefits costs. Specific focus will be on appropriate payroll tax treatment (i.e., phase outs at certain salary thresholds), medical insurance (typically does not apply to overtime wages), and retirement plan (i.e., ensure the proposed employees are contributing up to the maximum amount for matching employer contributions) costs.

### **Other**

1. Proposed field office space, furniture, and equipment will be reviewed for reasonableness.
2. Rental rates for Construction Manager-owned equipment will be reviewed against industry standards (i.e., the AED Green Book) for appropriateness.
3. The Construction Manager will be requested to identify any related parties proposed for Subcontract work.

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4. The bid process for all Subcontract work will be reviewed to ensure Contract compliance.
5. Proposed fixed rates for other items such as insurance and information technology will be reviewed to ensure their appropriateness.
6. A preferred payment application format will be reviewed with the Construction Manager to ensure the appropriate information is provided in a usable format to efficiently determine Contract compliance.

## Other Services

Fort Hill maintains a Dropbox Business subscription to download/upload/share documents between the Construction Manager, Owner, and the Auditor. A folder structure is utilized which matches the audit documentation request facilitating easy discovery of specific documents.

*List members of your proposed Sub-consultants (if applicable). Explain how each Sub Consultant will contribute to the project, in what capacity, and the level of involvement they will have; provide information on their experience and qualifications.*

Fort Hill has no plans to utilize any sub-consultants.

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#### 4.2.4 APPROACH TO SCOPE OF WORK

*List members of your proposed Sub-consultants (if applicable). Explain how each Sub Consultant will contribute to the project, in what capacity, and the level of involvement they will have; provide information on their experience and qualifications.*

*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 including your proposed level of effort in the overall construction project.*

Please reference proposed methodology for 'Base Services' on pages 13-15 and 'Additional Service and Other Service Requirements' on pages 15-17.

*Indicate your expectations of the City's involvement / level of effort.*

Fort Hill has provided audit training to various clients' internal groups. Fort Hill can either tailor its audit process for an in-depth partnership with any team members assisting with the audit, or simply provide a half-day training exercise to better educate individuals within City of Fort Lauderdale's Internal Audit department.

- Collaborative Audit – Fort Hill can work with the City of Fort Lauderdale's Internal Audit to deliver a collaborative audit report. Fort Hill would begin this process with a meeting with Internal Audit to review Fort Hill's standard audit process (*Exhibit A*) and determine if any existing duplication currently exists with the City of Fort Lauderdale's internal audit capabilities or any other needs the City of Fort Lauderdale might desire. The two parties would work together to define the scope and make any changes to the current audit process as well as determine the level of initial training the internal audit staff might need. Both parties would also agree on a proposed timeline that will enable the audit process to conclude prior to any delivery date requested by the City of Fort Lauderdale.

At a minimum, Fort Hill's collaborative audit approach would allow for the following:

- An initial kickoff meeting with Internal Audit to review a past audit report as well as to gauge the level of involvement desired by the Internal Audit.
- A weekly call with Internal Audit to review the past week's audit

activity and audit plan for the next week.

- Various meetings with Internal Audit a) to review the documentation received from the Construction Manager's initial documentation request, b) to prepare for a field visit, c) at the Construction Manager's office during the field visit, d) to review any potential findings after the field visit and to prepare for the audit report write-up, e) to review the audit report, and f) to attend any potential settlement resolution meeting with the Construction Manager.
- Limited Internal Audit Involvement – Fort Hill can also work with Internal Audit on a more limited scale in order to educate the Owner on the audit process. Fort Hill would begin this process with a meeting with Internal Audit to review Fort Hill's standard audit process (*Exhibit A*) and determine if any existing duplication currently exists with City of Fort Lauderdale's internal audit capabilities or any other needs the City of Fort Lauderdale might desire. Fort Hill Associates would then tailor our existing training module with examples found in the New Police Headquarters Building audit in order to better educate Internal Audit.

At a minimum, this limited approach would allow for the following:

- An initial kickoff meeting with Internal Audit to review a past audit report as well as to gauge Internal Audit's current level of construction audit competency and the level of involvement desired on the construction process.
- Weekly updates on the audit progress and the audit plan for the upcoming week.
- Attendance by Internal Audit at the field visit at the Construction Manager's office if Internal Audit desires.
- A comprehensive review of the audit report along with a review of the various tests performed during the field visit.
- A half-day training seminar comprised of issues stemming from the project audit as well as ways to proactively manage these issues moving forward on other projects.
- Half-Day Training Seminar

Fort Hill will conduct a half-day training seminar for Internal Audit and any other individuals within City of Fort Lauderdale's organization who might want to attend. This training seminar will cover a variety of issues and can be conducted at a time and place of the Owner's choosing. Obviously, the training module will be modified to cover issues uncovered in the New Police Headquarters Building audit should this seminar occur at project conclusion.

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***Please discuss what makes your firm's methods appropriate for this project vs. another firm.***

Fort Hill's audit philosophy is to identify issues before they occur, preferably prior to Contract execution. Fort Hill's Pre-Construction Contract Review is designed to utilize our experiences and conclusions reached from prior audits in an attempt to eliminate and mitigate these issues from occurring on an upcoming project. This step in the audit program has a significant return on investment, as the time investment is limited given the absence of Construction Manager billings and the benefit of any savings from this review will accrue to the Owner over the forthcoming life of the project. In addition, this approach enables more collaboration among the team members, as the issues are addressed proactively as opposed to retroactive review at the project's conclusion. As a result, the City of Fort Lauderdale's desire to have a Contract and GMP review upfront on the New Police Headquarters Building project dovetails nicely with our preferred audit program.

***Provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.***

Fort Hill has the resources / staff available to meet the schedule for the City of Fort Lauderdale's requested scope of services on the New Police Headquarters Project through to project completion. We anticipate approximately 10 – 20% of the individuals' time identified in this request to be dedicated to the City of Fort Lauderdale.

Fort Hill typically has anywhere from 10-15 active audits at any one time running at various stages of the audit process. Work capacity currently runs in the 60-70% range with enough staff available to support an additional 7-10 audits.

***Identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Fort Lauderdale.***

In any audit, there exists a multitude of problems and issues that can arise. From its extensive experience, Fort Hill has been witness to many of these concerns on past reviews. A main reason Fort Hill prefers to have the Owner's involvement in a kickoff meeting is it documents the Owner's expectation that the Contract's right to audit clause (which affords access to any documentation needed to validate cost) is going to be honored. The most common audit problem relates to the lack of documentation provided by the Construction Manager, but other issues occur from time to time. Other concerns include:

- **Construction Manager did not follow Contract relative to Change Orders and Contingencies** – Many Construction Managers admit not

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following the Contract because the execution of work gets done by the Construction Manager's personnel who may not have ever seen the executed contract. Again, unless there is something in writing from the Owner that circumvents the Contract, the Contract makes up the agreement between the Owner and Contractor/Construction Manager.

- **Lack of Documentation** – An audit is only as good as the supporting documentation made available to the audit group. There have been instances in which a Construction Manager has refused to provide supporting documentation in the form of invoices, payroll records, derivation of rates, etc. In some instances, it has taken Owner involvement to remedy the situation. In other instances in which the Construction Manager still refuses to provide documentation, assumptions and/or independent studies have been used to better benchmark costs. Typically, an Owner such as GMCB has much more leverage than a smaller one who might not have future projects the Construction Manager wants to pursue.
- **Reimbursable Subcontractors** – In some instances, a Construction Manager may have subcontractors who are operating under a reimbursable contract of their own (i.e. GMP, Time and Materials, etc.). Many subcontractors are ill-equipped to adequately manage their portion of work under this type of arrangement and do not keep records needed to validate cost. In situations such as these, there is some guess work involved with industry standards utilized to better assist in establishing cost.
- **"Timeline Slippage"** – The kickoff meeting attempts to establish a timeline that works for both the Owner and Construction Manager. In some cases, the Construction Manager is not as motivated as the Owner and audit team to meet this deadline. Obviously, there are instances in which the Construction Manager genuinely needs more time and both the Owner and audit team will understand. However, there are other times in which the Construction Manager simply appears unmotivated with regards to a timely audit. It is at this stage that Owner involvement is sometimes needed.
- **Construction Manager Response to Audit Report** – Upon the issuance of an audit report, Fort Hill puts a date to respond (or any findings will be credited on the next payment application) in order to expedite any Construction Manager rebuttal.

### *Include sample formats for required reports.*

A sample report is provided in the Appendix to this response. This sample report is a compilation of findings from multiple audits. Redactions, as well as changes in dates, have been made in order to maintain confidentiality.

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#### 4.2.5 REFERENCES

*Provide at least three references, preferably government agencies, with at least one being in the State of Florida and within the last 10 years, for projects with similar scope as listed in this RFP. Information should include:*

- *Client Name, address, contact person telephone and E-mail addresses.*
- *Description of work.*
- *Year the project was completed.*
- *Total cost of the project, estimated and actual.*

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

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## **Example 1: Broward Health (Fort Lauderdale, FL (2011 – Present)**

Projects / Cost:	Chris Evert Children's Hospital Phase A	\$25MM
	Broward Health's Coral Springs South Tower	
	Bed Expansion	\$42MM
	Chris Evert Children's Hospital Phase B	\$32MM
	Broward Healthcare 4 <sup>th</sup> Floor NICU Project	\$8.7MM

Client Unit                      Jones Lang LaSalle (Third Party Project Mgt)

### Client Contact Name and Title

Mr. Mark C. Fiford  
Jones Lang LaSalle  
Senior Project Manager  
Project & Development Services  
Phone Number (954) 383-0748  
E-mail: mark.fiford@am.jll.com

Consultant Leads:    Staff Leads – Doug Plyler (Proposed Audit Staff to the City of Fort Lauderdale) and Martin Howell (Proposed Audit Staff to the City of Fort Lauderdale)

Fort Hill began work with Broward Health in 2011 with an engagement through its facilities department on the Christ Evert Children's Phase A project and subsequently through other projects later in the decade as a Subconsultant to Jones Lang LaSalle. Through lessons learned on its initial project, Fort Hill worked with the Owner's legal team to strengthen its contract template to be utilized on future projects.

Each project audited by Fort Hill consisted of a complete verification of all projects. These projects all utilized a Construction Manager at Risk contractual arrangement with reviews at various intervals throughout the project lifecycle. Fort Hill has completed closeout work on the Owner's Chris Evert Children's Phase B project and is still auditing Broward's 4<sup>th</sup> Floor NICU project.

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## **Example 2: BayCare Health System (2016 – Current)**

Projects / Cost:	Morton Plant Hospital	\$104MM
	St. Joseph's North Vertical Expansion	\$55MM
	St. Joseph's Main 90 Bed Inpatient Tower	\$81.6MM
	St. Joseph's South ED Expansion Project	\$41MM
	Mease Countryside Master Plan Project	\$100.4MM
	BayCare Bostick Heart Project	\$29MM
	St. Anthony Master Plan Phase 2 Project	\$82MM
	Winter Haven ED Project	\$29.1MM
	Bloomingdale Health Hub Project	\$34.5MM

Client BayCare Health System

Client Unit Facilities Design & Construction

Client Contact Name and Title

Mr. Guillermo Ramos  
 BayCare Health System  
 Director, Facilities Design & Construction  
 2995 Drew Street  
 Clearwater, Florida 33759  
 (214) 274-7687  
[Guillermo.Ramos@baycare.org](mailto:Guillermo.Ramos@baycare.org)

Consultant Leads: Staff Lead – Doug Plyler; Martin Howell; Curt Plyler. All are on the proposed audit staff to City of Fort Lauderdale.

Fort Hill Associates initial work at BayCare begin in 2016 with a closeout audit of the \$104MM Morton Plant Hospital. This engagement ultimately led Fort Hill into a partnership with BayCare to assist in its cost control process over several projects. This process has included contract language guidance in BayCare's desire to establish a new contractual template, training of BayCare's staff on construction audit issues, along with the implementation of several construction audit programs on a variety of projects. All of these audits include an initial, pre-construction contract review, one or more interim audits, and a closeout audit. These projects have totaled approximately \$600MM in construction value in aggregate and have been delivered under a Construction Manager at Risk contractual method.

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### **Example 3: Lexington Medical Center (2014 – Current)**

Projects / Cost:     **LMC Hospital Expansion**     **\$290MM**  
                              **Northeast Hospital**               **\$65MM**

Client                      Lexington Medical Center

Client Unit                Campus Services – Planning, Design and Construction

Client Contact Name and Title

Mr. Brooks Williams, LEED AP  
 Director of Design & Construction  
 (803) 791-2217  
[dhwilliams@lexhealth.org](mailto:dhwilliams@lexhealth.org)

Consultant Leads:    Primary Staff Lead – Curt Plyler. Martin Howell and William Springer are working as the Audit Manager and Construction Auditor on Lexington Medical Center. All three individuals are on the proposed staff to service the City of Fort Lauderdale.

Fort Hill Associates began working for Lexington Medical Center (LMC) in September of 2015. LMC contracted with Fort Hill to perform a pre-construction contract review and periodic reviews throughout the life of the LMC Hospital Expansion project. The new hospital expansion included three distinct phases including The Tower phase, the CUB phase, and the Renovation phase.

Following a pre-construction contract review, two interim reviews, as well as numerous quarterly reviews, this audit program for the building committee was recently completed. Fort Hill is currently engaged on the Northeast Hospital project, where an interim audit was recently completed, and a closeout audit is planned for later in 2021.

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## **Example 4: The Texas A&M University System (2018 – Current)**

Projects / Cost:	RELLIS Campus Infrastructure	\$46.1MM
	Science and Technology Bldg – San Antonio	\$50MM
	Medical Research Education Building	\$74.3MM
	Music Activities Center	\$52.7MM
	Additional Instructional & Support Space	\$61.6MM
	21 <sup>st</sup> Century Classroom	\$61.3MM
	Polo Garage	\$60.5MM
	Engineering & Health Building Renovation	\$70.4MM
	RELLIS Academic Building	\$22.8MM
	Peterson Building	\$20.1MM
	TTI Headquarters	\$57.5MM
	Aquatics Center	\$8.9MM
	Amarillo Center	\$5.1MM
	Water Wastewater Project	\$8.4MM

Client Unit                      Facilities Planning and Construction

### Client Contact Name and Title

James Davidson  
Area Manager Controls  
Office of Facilities Planning and Construction  
1586 TAMU  
College Station, TX 77840  
(979) 458-7004  
[jm-davidson@tamus.edu](mailto:jm-davidson@tamus.edu)

Consultant Leads: Doug Plyler (Proposed Engagement Manager to the City of Fort Lauderdale)

Fort Hill has performed multiple closeout audits for the Texas A&M University System since 2018. These audits have been on both the main campus of Texas A&M as well as other campuses within the Texas A&M University System. The projects audited by Fort Hill have been constructed under Construction Manager at Risk and Design-Build contracts. Some of these projects have included an audit of Subcontractors operating under a reimbursable Subcontract (i.e. GMP) with the Construction Manager/Design-Builder.

Fort Hill has recently begun work on six additional projects; the RELLIS Academic Building, Peterson Building, Water Wastewater Project, Aquatics Center, Amarillo Center, and Polo Garage. These audits are slated to be finalized in Spring/Summer 2021.

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## Example 5: The University of Houston System (2013 – Current)

Projects / Cost:	Cougar Village Dining Hall	\$8 MM
	Energy Research Park #1 and #5	\$14MM
	Jaguar Suites Residence Hall	\$10 MM
	UH-Girard Street Parking Garage	\$14 MM
	UH Natatorium	\$6 MM
	Regional Center for Economic Development	\$20 MM
	Victoria Student Center	\$29.5MM
	Victoria Sophomore Student Housing	\$17.5MM
	UH – Student Center Learning Commons	\$20MM
	UH – CL Pearland Health Science Building	\$22MM
	UH – CL STEM Project	\$53MM
	UH – CL Recreation & Wellness Center	\$38MM
	UH Quadrangle Replacement	\$101MM
	UH Victoria Town Plaza	\$7.3MM

Client Unit                      Facilities Planning and Construction

### Client Contact Name and Title

Univ. Houston System  
Mr. Ed Mader, P.E.  
Senior Project Manager  
Facilities/Construction  
4211 Elgin St.

General Services Bldg, Rm. 231  
Houston, TX 77204-1004  
(713) 743-6288

[esmader2@central.uh.edu](mailto:esmader2@central.uh.edu)

Univ. Houston System  
Mr. James G. Norcom III, FMP, CJP  
Principal Project Manager  
Facilities/Construction  
4211 Elgin St

General Services Bldg, Room 231  
Houston, TX 77204-1004  
(713) 743-5804

[ignorcom@central.uh.edu](mailto:ignorcom@central.uh.edu)

Consultant Leads:    Staff Leads – Doug Plyler and Martin Howell (Proposed Audit Staff to City of Fort Lauderdale)

Fort Hill's initial audit for the University of Houston System involved a dining hall project (Cougar Woods) with a total construction cost of \$8 MM. This project was undertaken in early 2013 with a primary focus to document costs billed to the Owner under change orders. These change orders were audited for compliance with both State of Texas and specific Contract requirements. A complete compliance verification of the State of Texas OGC Supplemental and General Conditions, and OGC-S CMAR Agreement was conducted.

The Facilities Planning and Construction department at the University of Houston System routinely audits various construction projects. Upon a successful resolution to the Cougar Woods audit, the University of Houston engaged Fort Hill on audits to close out other projects. These projects involved renovations to both Energy Research Park Buildings # 1 and # 5 along with a dormitory project

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at its satellite campus in Victoria (Jaguar Suites). The University of Houston System has further engaged Fort Hill to perform a comprehensive audit program of its Girard Street Parking Garage demolition and construction project along with its Regional Center for Economic Development on its Victoria Campus. These two audit programs consist of a pre-construction contract review, an interim review, and a closeout review.

All the projects audited by Fort Hill for have been in contracts executed under a GMP arrangement except for the UH Natatorium project which was executed under a fixed price agreement along with the Cullen Fountains project.

Fort Hill has also begun work on numerous projects at the University's Victoria and Clear Lake campuses. Fort Hill's consulting contract with the University of Houston System was recently renewed for an additional three years.

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## **Example 6: Duke University and DUHS (2008 – Current)**

Client Duke University and Duke University Health System

Client Unit Facilities Management Department

Client Contact Name and Title

### **Duke University Health System**

Ms. Beth Emerson, PE

Assistant Director – Project Controls

(919) 668-3710

[beth.emerson@duke.edu](mailto:beth.emerson@duke.edu)

### **Duke University**

Mr. Paul Manning

Director-Project Management

(919) 660-4221

[paul.o.manning@duke.edu](mailto:paul.o.manning@duke.edu)

Consultant Leads: Primary Staff Lead – Curt Plyler  
Support Staff (Martin Howell, Doug Plyler, Jim McCoy, Anne Hill and Amy Edwards – all proposed staff to the City of Fort Lauderdale).

Recent Projects: (2012 – Current)	East Campus Dormitory Project	\$15MM
	Craven + Crowell Quad Renovation	\$15MM
	Wallace Wade Stadium Renovations	\$96MM
	New Eye Clinical Center Building	\$44.3MM
	Thomas Center Renovation	\$62MM
	Science Drive/Cameron Parking Garage	\$53MM
	Health & Wellness Center	\$27.7MM
	Duke Cancer Center	\$113MM
	Duke Medical Pavilion	\$90MM
	North Concourse	\$16MM
	West Campus Steam Plant	\$34MM
	Perkins Library	\$23MM
	Holly Springs Hospital	\$30MM
	Wake Forest Heritage	\$14.1MM
	School of Nursing	\$13MM

Fort Hill began working for the Duke University Health System (DUHS) in 2010 on a joint project (Duke Medicine Pavilion Utility Tunnel) between the University's Facilities Management Department (FMD) and the Health System's Project Controls group. Fort Hill's next engagement at DUHS consisted of the \$212MM Medicine Pavilion and Cancer Center. This project had three (3) main GMPs (Cancer Center - \$113MM, Duke Medicine Pavilion - \$90MM, and the North Concourse - \$16MM) and included reimbursable MEP Subcontractors including M.C. Dean, E.A.S., and Starr Electric. Prior to the joint project, Fort Hill has provided ongoing audit services to Duke University's FMD since 2008. Duke's substantial endowment ensures construction continues nearly unabated year in and year out. As a result, Duke maintains a 'stable' of Construction Managers who perform most of their construction exceeding \$15MM.

phone 877/286/0408

fax 864/382/3141

[www.forthillassociates.com](http://www.forthillassociates.com)

37 Villa Road, Suite 106  
Greenville, SC 29615

9660 Falls of Neuse Road  
Suite 138, #250  
Raleigh, NC 27615

4/15/2021

The construction work is shared among these entities, and Fort Hill periodically (approximately every two years) reviews each Construction Manager prior to beginning work on a new project to review and reach agreement on the billing methodologies for labor, leased equipment, insurance, information technology, and other items as necessary. This upfront audit, the Pre-Construction Contract Review, has been successful at identifying and mitigating issues, which routinely surface in a traditional closeout audit. Fort Hill does audit the Construction Manager for compliance with these billing methodologies at the conclusion of the project. In addition, standard audit testing is conducted at closeout to ensure the source documentation (pay records, time records, and invoices) substantiates the costs billed.

Fort Hill's work with the Duke University Health System has been significant in the last several years. Currently, FHA is engaged at DUHS on a Pre-Construction Contract Review related to the School of Medicine's Parmer RTP projects.

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4/15/2021



## **Example 7: Amazon.com (2019 – Current)**

Projects / Cost: **Pima County, Arizona Amazon AR Sort Facility (Project Wildcat) \$136MM**

Client: Amazon.com

Client Unit: Operations Finance/North America Design and Construction

Client Contact Name and Title  
 Mr. Cameron Kuhn  
 Finance Manager  
 (206) 435-1776  
[camkuhn@amazon.com](mailto:camkuhn@amazon.com)

Consultant Leads: Primary Staff Lead – Curt Plyler. Martin Howell was the Audit Manager on Amazon's Project Wildcat. Both are on the proposed staff to service the City of Fort Lauderdale.

Fort Hill Associates entered into a Master Work Order (MWO) agreement with Amazon.com for Contract Compliance Audit Services at the end of 2019. Fort Hill was subsequently requested to audit the Construction Manager's compliance with the CM at Risk contract utilized on Amazon's Project Wildcat facility in Tucson, Arizona.

This audit, conducted at the closeout of construction, identified issues with the Construction Manager's use of rates for information technology and insurance. Recoveries were obtained for Amazon and this audit was concluded in 3Q 2020. Fort Hill's MWO agreement is valid into 2021.

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 fax 864/382/3141  
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4/15/2021

#### 4.2.6 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.*

Fort Hill is a qualified SBE with nine employees, but is not a certified M/WBE enterprise. Given the specialized nature of our audit programs, Fort Hill does not currently see a need to outsource any of its work on this project. If the City of Fort Lauderdale wishes to increase M/WBE participation with this audit, Fort Hill has a relationship with a certified DBE (Chea LLC) whereby our audit program can be procured through that legal enterprise.

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4/15/2021



#### **4.2.7 SUBCONTRACTORS**

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

Fort Hill does not plan to use any subcontractors on this contract.

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fax 864/382/3141

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4/15/2021



#### **4.2.8 REQUIRED FORMS**

##### **A. Proposal Certification**

*Complete and attach the Proposal Certification provided herein.*

##### **B. Cost Proposal**

*Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.*

##### **C. Non-Collusion Statement**

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

##### **D. Non-Discrimination Certification Form**

*This form is to be completed and inserted in this section.*

##### **E. Local Business Preference (LBP)**

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

##### **F. Contract Payment Method**

*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.*

##### **G. 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 the required coverage and limits.*

##### **H. W-9 for Proposing Firm**

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

##### **I. Active Status Page from Division of Corporations – Sunbiz.org**

*Provide PDF of current page with your proposal.*

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fax 864/382/3141

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4/15/2021

**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](http://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) FORT HILL ASSOCIATES LLC

EIN (Optional): 56-2605132

Address: 37 VILLA RD STE 106

City: GREENVILLE

State: SC

Zip: 29615

Telephone No.: (864) 274-0992

FAX No.: (864) 382-3141

Email: [cplyler@forthillassociates.com](mailto:cplyler@forthillassociates.com)

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>
1	1/15/2021				

**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.**

N/A

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:

Curt Plyler  
Name (printed)

February 16, 2021  
Date

  
Signature

Principal  
Title



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](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP/ ITB No. 12468-216

**TITLE: Construction Audit Services for New Police Headquarters**

ISSUED: 1/15/21

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

1. The bid line item #1 (Pay Application Review (Base Service) description shall be changed

**FROM:**

Place the total (your cost x 20 ea. = Total) for this service into The Hourly Rate Breakdown provided / submitted as Section VI of your proposal, along with the titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item. In cases of discrepancies, Your Unit price indicated on this BIDSYNC price page shall prevail.

**TO:**

Place the total (your cost x 24 ea. = Total) for this service into The Hourly Rate Breakdown provided / submitted as Section VI of your proposal, along with the titles of your staff members, hourly rate per staff member, and number of hours proposed for that staff member. NOTE: line item breakdown total in that section must correspond with the total of this line item. In cases of discrepancies, Your Unit price indicated on this BIDSYNC price page shall prevail.

2. The BIDSYNC standard Questionnaire Sheet shall be deleted from the Documents Page.

All other terms, conditions, and specifications remain unchanged.

James Hemphill  
Assistant Procurement and Contracts

Company Name: FORT HILL ASSOCIATES, LLC  
(please print)

Bidder's Signature: Curt Plyler

Date: 2/16/2021

City of Fort Lauderdale  
Construction Audit Services for New Police Headquarters  
RFP # 12468-216

### SECTION VI – Hourly Labor Breakdown to Cost

Proposer Name: FORT HILL ASSOCIATES, LLC

Proposers are required to provide the hourly rate and estimated number of hours that corresponds to the service categories below and totals on the Bidsync pricing page.

Pricing shall include all labor, materials and incidentals to complete contract

The Hourly Labor Breakdown data, may be used to determine cost of performing work within the contract scope such as the review of a change order that increases the GMP, as well as the need to increase the number of pay applications due to a construction schedule change. When any such situation occurs, CAO will determine, along with the selected firm and any other effected party, the number of staff and hours required to complete the review.

**NOTE: ALL SERVICE TOTALS ARE PER EACH, EXCEPT PAY APPLICATION REVIEW WHICH MUST BE MULTIPLIED BY 24**

Construction Contract Audit Services		Hourly Labor Breakdown							
		Indicate the number of hours per title per service							
Title	Hourly Rate	Base Services				Contract Review		GMP Proposal Review	
		Pay Application Review		Contract Compliance & Close Out					
		# Hrs	Subtotal	# Hrs	Subtotal	# Hrs	Subtotal	# Hrs	Subtotal
Partner/Principle	\$ 200	3.5	700	16	3,200	20	4,000	4	800
Sr Mgr/Mgr	\$ N/A								
Sr. Auditor	\$ 180							16	2,880
Staff Auditor	\$ 160	12.5	2,000	64	10,240				

☐ Add any additional or replacement staff titles as it fits your organization and requirements for this contract.

**TOTAL COST PER  
SERVICE (Must  
match totals in  
BIDSYNC)**

	x24 = \$		\$		\$		\$
16	64,800	80	13,440	20	4,000	20	3,680

Submitted by:

CURT PLYLER  
Name (printed)

2/16/2021  
Date

Curt Plyler  
Signature

PRINCIPAL  
Title

**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**

N/A

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

Principal  
Title

Curt Plyler  
Name (Printed)

February 16, 2021  
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

Curt Plyler - Principal  
Print Name and Title

February 16, 2021  
Date

**LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), 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 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 bidder 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 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\\_S2-186LOBUPRRP](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRRP)**

**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 of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
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 and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
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 **and** 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 reaffirm 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 ITB. Violation of the foregoing provision may result in contract termination.

- |     |                      |   |
|-----|----------------------|---|
| (1) | N/A<br>Business Name | is a <b>Class A</b> 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 <b>and</b> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | N/A<br>Business Name | is a <b>Class B</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 <b>or</b> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.                                   |
| (3) | N/A<br>Business Name | is a <b>Class C</b> 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 10 calendar days of a formal request by the City.   |
| (4) | N/A<br>Business Name | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (5) | N/A<br>Business Name | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (6) | N/A<br>Business Name | is considered a <b>Class D</b> 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.   |

BIDDER'S COMPANY: FORT HILL ASSOCIATES LLC

AUTHORIZED    Curt Plyler  
COMPANY  
PERSON:

Principal

PRINTED NAME

TITLE

SIGNATURE:



DATE:

February 16, 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

FORT HILL ASSOCIATES LLC  
Company Name

Curt Plyler  
Name (Printed)

February 16, 2021  
Date



Signature

Principal  
Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2021

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).

<b>PRODUCER</b> Countybanc Insurance Services, Inc. PO Box 309  Greenwood SC 29648		<b>CONTACT NAME:</b> Rhonda Garrett <b>PHONE (A/C, No, Ext):</b> (864) 942-8000 <b>FAX (A/C, No):</b> (834) 942-8040 <b>E-MAIL ADDRESS:</b> rgarrett@ecountybanc.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Phoenix Ins Co	
		<b>INSURER B:</b> Trav Prop Casualty Co of Ameri	
		<b>INSURER C:</b> The Travelers Indemnity Co Am	
		<b>INSURER D:</b> Ace Fire Underwriters Ins Co	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2020-2021

REVISION NUMBER:

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6809257C69342	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/borrowed \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6809257C69342	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4A39664042	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB6J98726442	11/19/2020	11/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			EONSCF136783762004	08/22/2020	08/22/2021	Each Claim 2,000,000 Aggregate 2,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, a Florida municipal corporation, its officials, employees and volunteers are included as additional insureds on a primary and non-contributory basis as respects General Liability policy where required by written contract subject to policy terms and conditions. Waiver of subrogation applies in favor of the additional insureds as respects General Liability and Workers Compensation policies where required by written contract subject to the policy(s) terms and conditions. 30 days notice of cancellation will be provided except 10 days notice for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

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 
--	---

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Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**FORT HILL ASSOCIATES, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**37 VILLA RD STE 106**

6 City, state, and ZIP code

**GREENVILLE SC 29615**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

OR

Employer identification number

5 6 - 2 6 0 5 1 3 2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ▶

*Curt Plyler*

Date ▶ *1/22/2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
FORT HILL ASSOCIATES, LLC

### Filing Information

**Document Number** M14000004770  
**FEI/EIN Number** 56-2605132  
**Date Filed** 07/07/2014  
**State** SC  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 01/02/2020

### Principal Address

37 VILLA RD  
STE 106  
GREENVILLE, SC 29615

Changed: 01/30/2018

### Mailing Address

37 VILLA RD, STE. 106  
GREENVILLE, SC 29615

### Registered Agent Name & Address

PLYLER, CURT  
1200 4TH ST, #145  
KEY WEST, FL 33040

Name Changed: 01/02/2020

Address Changed: 01/02/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title PRIN

PLYLER, CURT  
37 VILLA RD, STE. 106  
GREENVILLE, SC 29615

Title PRIN

HOWELL, MARTIN  
37 VILLA RD, STE. 106  
GREENVILLE, SC 29615

Title PRIN

PLYLER, DOUG  
37 VILLA RD, STE. 106  
GREENVILLE, SC 29615

Annual Reports

Report Year	Filed Date
2019	01/02/2020
2020	01/02/2020
2021	01/09/2021

Document Images

<a href="#">01/09/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/02/2020 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">01/30/2018 -- CORLCRACHG</a>	View image in PDF format
<a href="#">01/12/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/18/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/10/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/12/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/07/2014 -- Foreign Limited</a>	View image in PDF format

## APPENDIX

phone 877/286/0408

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37 Villa Road, Suite 106  
Greenville, SC 29615

9660 Falls of Neuse Road  
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Raleigh, NC 27615

4/15/2021



## Construction Phase Audit Review

***SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY***

**Owner:** [REDACTED]

**Contractor:** [REDACTED]

**Project:** [REDACTED]

**April 10, 2020**

*The following audit report presents the opinion of Fort Hill Associates, LLC, in all material respects, of the performance of the Contractor in relation to their underlying Contract, subject to this review, with the Owner. Fort Hill Associates, LLC, assumes no liability for any errors or omissions of fact contained herein.*

***CONFIDENTIAL - ONLY FOR REVIEW WITH INTENDED PARTIES***

## Examples of Audit Findings

*The examples in this sample audit report are actual findings from various projects audited by Fort Hill Associates, LLC. All relevant Contractor and Subcontractor names, employee names, etc. have been redacted.*

Example #	Description of Finding
I.	Payroll Errors
II.	Unauthorized Car Allowances
III.	Unauthorized Bonuses
IV.	Unauthorized Recruiting Fees
V.	Convenience Multiplier Reconciliation
VI.	Direct Billing of Fringes - Holiday, Sick, and Vacation Days
VII.	Reconciliation - Salaried Staff Personnel Billing
VIII.	Multiplier Application - Double Billing of Training
IX.	Excess Employee Living Allowance
X.	Project Pursuit Fees
XI.	Non-Reimbursable Legal Fees Charged to Project
XII.	No-Reimbursable Rework
XIII.	Insurance Overbilling
XIV.	Improper Billing of Leased Equipment
XV.	Rebates/Discounts
XVI.	Non-Reimbursable Items
XVII.	Assets
XVIII.	Reconciliation Between Final Schedule of Values and Job Cost Report

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

## I. Payroll Errors

**Credit due Owner: \$2,793.86**

### Findings:

A payroll reconstruction was performed by utilizing a three-way match comparing pay stubs to the timesheets associated with those pay periods to the labor distribution report.

For the week ending 10/9/2018, the labor distribution report indicated 96 hours were billed for [REDACTED] and 120 hours were billed for [REDACTED]. During the field audit review on August 6, 2019, pay stubs were examined for those periods, and it was determined both individuals were paid for their normal, 40-hour workweek. The amount over billed is calculated as follows:

Period	Week Beginning	Week Ending	Name	Reg Hours	Reg Rate	Regular Pay	Fringes	TOTAL AMOUNT BILLED	Recalculated Amount	Amount Overbilled
11	10/2/2018	10/9/2018		96.00	12.55	1,205.00	590.45	1,795.45	748.10	\$ 1,047.35
11	10/2/2018	10/9/2018		120.00	14.65	1,758.24	861.54	2,619.78	873.26	1,746.52
							Total			\$ 2,793.86

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

## II. Unauthorized Car Allowances

**Credit due Owner: \$27,583.50**

### **Paragraph 7.3.6 of the Compensation Agreement**

*“The labor rates for the Work pursuant to Subparagraphs 7.3.2 and 7.3.3. shall include all taxes, insurance, contributions, assessments and benefits required by the law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid or incurred by the Construction Manager.”*

### **Findings:**

The Contract language is silent with regards to car allowances for certain employees, and we feel payments identified as car allowances should not be reimbursable. Furthermore, the Construction Manager was unable to provide Fort Hill Associates with any prior Owner approval for these car allowances. In addition, a fringe uplift of 45% or 49% was also applied to the car allowances. The fringe uplift in Section 7.3.6 of the Compensation Agreement does not specify car allowances, and we feel as if this uplift should be non-reimbursable as well. The Contract language relating to fringe costs above does not identify car allowances as reimbursable. The calculation of the overfilling is shown on the following page:

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

Date	Name	Per Diem	45% Uplift	Total Billed
5/15/2018		\$ 350.00	\$ 160.30	\$ 510.30
5/29/2018		\$ 350.00	\$ 160.30	\$ 510.30
7/11/2018		\$ 350.00	\$ 160.30	\$ 510.30
8/13/2018		\$ 350.00	\$ 160.30	\$ 510.30
8/27/2018		\$ 350.00	\$ 160.30	\$ 510.30
<b>Total</b>		<b>\$ 1,750.00</b>	<b>\$ 801.50</b>	<b>\$ 2,551.50</b>
Date	Name	Per Diem	49% Uplift	Total Billed
3/1/2019		\$ 350.00	\$ 171.50	\$ 521.50
3/8/2019		\$ 350.00	\$ 171.50	\$ 521.50
3/22/2019		\$ 350.00	\$ 171.50	\$ 521.50
4/5/2019		\$ 350.00	\$ 171.50	\$ 521.50
4/19/2019		\$ 350.00	\$ 171.50	\$ 521.50
5/3/2019		\$ 350.00	\$ 171.50	\$ 521.50
5/17/2019		\$ 350.00	\$ 171.50	\$ 521.50
5/31/2019		\$ 350.00	\$ 171.50	\$ 521.50
6/14/2019		\$ 350.00	\$ 171.50	\$ 521.50
6/28/2019		\$ 350.00	\$ 171.50	\$ 521.50
7/12/2019		\$ 350.00	\$ 171.50	\$ 521.50
7/26/2019		\$ 350.00	\$ 171.50	\$ 521.50
8/9/2019		\$ 350.00	\$ 171.50	\$ 521.50
8/23/2019		\$ 350.00	\$ 171.50	\$ 521.50
9/6/2019		\$ 350.00	\$ 171.50	\$ 521.50
9/20/2019		\$ 350.00	\$ 171.50	\$ 521.50
10/4/2019		\$ 350.00	\$ 171.50	\$ 521.50
10/18/2019		\$ 350.00	\$ 171.50	\$ 521.50
11/1/2019		\$ 350.00	\$ 171.50	\$ 521.50
11/15/2019		\$ 350.00	\$ 171.50	\$ 521.50
11/29/2019		\$ 350.00	\$ 171.50	\$ 521.50
12/13/2019		\$ 350.00	\$ 171.50	\$ 521.50
12/27/2019		\$ 350.00	\$ 171.50	\$ 521.50
1/10/2020		\$ 350.00	\$ 171.50	\$ 521.50
1/24/2020		\$ 350.00	\$ 171.50	\$ 521.50
2/7/2020		\$ 350.00	\$ 171.50	\$ 521.50
2/21/2020		\$ 350.00	\$ 171.50	\$ 521.50
2/28/2020		\$ 350.00	\$ 171.50	\$ 521.50
3/7/2020		\$ 350.00	\$ 171.50	\$ 521.50
3/14/2020		\$ 350.00	\$ 171.50	\$ 521.50
3/21/2020		\$ 350.00	\$ 171.50	\$ 521.50
3/28/2020		\$ 350.00	\$ 171.50	\$ 521.50
4/4/2020		\$ 350.00	\$ 171.50	\$ 521.50
4/11/2020		\$ 350.00	\$ 171.50	\$ 521.50
4/18/2020		\$ 350.00	\$ 171.50	\$ 521.50
4/25/2020		\$ 350.00	\$ 171.50	\$ 521.50
5/2/2020		\$ 350.00	\$ 171.50	\$ 521.50
5/9/2020		\$ 350.00	\$ 171.50	\$ 521.50
5/16/2020		\$ 350.00	\$ 171.50	\$ 521.50
5/23/2020		\$ 350.00	\$ 171.50	\$ 521.50
5/30/2020		\$ 350.00	\$ 171.50	\$ 521.50
6/6/2020		\$ 350.00	\$ 171.50	\$ 521.50
6/13/2020		\$ 350.00	\$ 171.50	\$ 521.50
6/20/2020		\$ 350.00	\$ 171.50	\$ 521.50
6/27/2020		\$ 350.00	\$ 171.50	\$ 521.50
7/4/2020		\$ 350.00	\$ 171.50	\$ 521.50
7/11/2020		\$ 350.00	\$ 171.50	\$ 521.50
7/18/2020		\$ 350.00	\$ 171.50	\$ 521.50
<b>Total</b>		<b>\$ 16,800.00</b>	<b>\$ 8,232.00</b>	<b>\$ 25,032.00</b>
	<b>Grand Total</b>	<b>\$ 18,550.00</b>	<b>\$ 9,033.50</b>	<b>\$ 27,583.50</b>

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

### **III. Unauthorized Bonuses**

**Credit due Owner: \$43,746.50**

#### **Article 7.2.2, AIA Document A111, Standard Form of Agreement Between Owner and Construction Manager**

##### **COSTS TO BE REIMBURSED**

*“Wages are salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s approval.”*

#### **Article 8, Supplemental Conditions of the Contract for Construction**

##### **COSTS NOT TO BE REIMBURSED**

*“Add after Paragraph 8.1.8 the following:*

8.1.9 Bonuses, incentive compensation...”

##### **Findings:**

Article 7 of the Contract allows for the reimbursement of wages and salaries as well as fringe uplifts incurred in conjunction with the Owner’s project. Article 8.1.9 of the subsequent Supplemental Conditions to the Contract, along with Article 7 in the original Contract specifically disallows the reimbursement of bonuses and other forms of incentive compensation.

The job cost report provided by the Construction Manager identified two billings totaling \$43,746.60 labeled as “2016 Commission” (\$30,170.00) and “Burden on Comm.” (\$13,575.50). The date of these two entries was towards the end of the project (09/30/16). During the field visit of January 7, 2016, the Construction Manager was interviewed regarding these payments to determine the reimbursable nature of these billings. The Construction Manager stated these payments were distributed to the project manager and superintendent and were based on a percentage of the profit the Construction Manager received on the Owner’s project. Thus, the payments were an incentive to finish the project on time and under the guaranteed maximum price of the Contract. It is our opinion these costs are not normal “wages and salaries” and are essentially a form of incentive compensation deemed non-reimbursable under Article 8.1.9.

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

#### **IV. Unauthorized Recruiting Fees**

**Credit due Owner: \$11,750.00**

##### **Paragraph 8.1.7, AIA Document A111**

*“Costs not to be Reimbursed*

*Any cost not specifically and expressly described in Article 7.”*

##### **Findings:**

During the August 6, 2017 field audit, a payment to [REDACTED] was identified as a recruiting fee paid in relation to the hiring of [REDACTED] for \$11,750.00. These costs were not expressly described in Article 7 of the Contract, and we cannot locate Owner approval for these charges. Additionally, the Owner was unaware of any recruiting fees paid in the hiring of certain individuals. Furthermore, as can be seen on the accompanying timesheets reflected in the backup book, the employee in question was initially working solely on the Owner’s job for the first two months of his employment, but was subsequently transferred away to another job for the Construction Manager.

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

## V. Convenience Multiplier Reconciliation

**Credit due Owner: \$609,814.27**

### Subparagraph 7.2.4 of the Compensation Agreement

*“The labor rates for the Work pursuant to Subparagraphs 7.2.1, through 7.2.3 shall include all taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid or incurred by the contractor.”*

### Findings:

A convenience multiplier of 45% through October 2019, and 49% thereafter, was used during the project in lieu of billing actual tax burden and fringe benefit charges. However, the Contract calls for the reimbursement of actual tax burdens and fringe benefits extended to employees as outlined in Subparagraph 7.2.4 above. It is common to utilize a convenience multiplier to estimate cost with a “true-up” to actual cost occurring at project completion or project intervals. However, this “true-up” never took place.

The intent of the Contract is for the Owner to reimburse the Construction Manager the cost of the work plus a fee. As can be seen on the following page, the convenience multipliers of 45% and 49% contain items not considered reimbursable by the terms of the Contract. The Contract calls for prior written approval from the Owner for non-wage-based compensation such as bonuses, as well as car allowances. The convenience multiplier utilized contained both of these items. In addition, the convenience multiplier also contains allocations for social security, pension/401(k), and vacation time which exceeded the actual cost for all employees. During the payroll reconstruction, it was determined several employees earned more than the salary threshold where social security payments are phased-out. Employees cease making these contributions after the threshold has been reached. A blended rate for the 35-month life of the project was calculated at 7.1% (Appendix III), which is equivalent to the actual amount contributed by all employees to social security. Additionally, payroll reconstruction also allowed a determination that the company’s estimate of the expense of matching a portion of an employee’s 401(k) contribution of 4.5% is excessive because many employees failed to contribute to the 401(k) plan. As can be seen in Appendix III, it was determined the actual percentage for the life of the project was 1.9% on all wages. Finally, Appendix III also demonstrates the vacation allocation of three weeks in the convenience multiplier exceeds the average actual cost of 2.89%.

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

Burden Rate	General Contractor Calculation thru 10/19	General Contractor Calculation after 10/19	FHA Suggested Calculation	Comments
Social Security	7.65%	7.65%	7.09%	Reduced to actual amount of 7.1% as reduced number takes into account the max amount contributed by certain employees.
Unemployment - Federal	0.80%	0.80%	0.80%	
Unemployment - State	3.34%	3.34%	3.34%	
Worker's Comp	9.05%	9.05%	9.05%	
Health Insurance	10.45%	10.45%	8.89%	Reduced to actual as some employees don't participate
Pension	4.50%	4.50%	1.89%	Reduced to actual amount as several employees
Disability (Long Term)	0.45%	0.45%	0.45%	did not contribute to max matching amount of 3% of 401K
Bonus	3.00%	5.00%	0.00%	Eliminated as contract calls for Owner written approval for bonus
Car Allowance	0.00%	2.00%	0.00%	Eliminated as contract calls for Owner written approval for car allowances
Vacation	5.77%	5.77%	2.89%	Reduced to weighted average amount of vacation time per employee per hour worked.
Total Fringe	45.00%	49.00%	34.40%	

It is our opinion the fringe multiplier of 34.4% is the actual cost to the Construction Manager. The approximately 10% (through October 2019) to 15% reduction (October 2019-present) in the true-up to actual costs results in a savings of \$609,814.27 to the Owner.

The suggested overbilling and the detail behind its calculation is shown in the accompanying backup notebook.

	Base Labor	Fringe Uplift %	Total
Actual through October 2019	\$ 2,101,543.36	45.00%	\$ 3,110,284.17
Actual November 2019 - present	1,052,438.48	49.00%	1,599,706.49
Total billed	\$ 3,153,981.84		\$ 4,709,990.66
Suggested	3,153,981.84	34.40%	4,100,176.39
<b>Suggested overbilling</b>	<b>\$ -</b>		<b>\$ 609,814.27</b>

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

## **VI. Direct Billing of Fringes - Holiday, Sick and Vacation Days**

**Credit due Owner: \$46,769.38**

### **Subparagraph 7.2.4 of the Compensation Agreement**

*“The labor rates for the Work pursuant to Subparagraphs 7.2.1, 7.2.2 or 7.2.3 shall include all taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid or incurred by the Construction Manager.”*

### **Findings:**

As discussed in the previous audit finding, a component of the multiplier is attributable for holiday, sick, and vacation days. We have suggested the multiplier be reduced to 34.4% to approximate actual costs. However, in addition to the recovery of these costs through the multiplier, we also determined during the field visit on August 6, 2019 that vacation, sick, and holiday days were billed separately to the Owner as well. As can be seen in backup binder, the billings for these amounts total \$46,769.38.

## VII. Reconciliation – Salaried Staff Personnel Billing

**Credit due Owner: \$216,679.32**

### Article 6.1.1, Standard Form of Agreement Between Owner and Construction Manager

#### *“Costs To Be Paid*

*The term “Cost of the Work” shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work with respect to the Project Component in question. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only those items set forth in this Article 6.”*

### Article 6.1.2, Standard Form of Agreement Between Owner and Construction Manager

#### *“Labor Costs*

- .2 If approved in advance by Owner (which approval shall not be unreasonably withheld), wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site or offsite; provided, however, if obtaining Owner’s prior approval is impractical under the circumstances, Construction Manager may include wages or salaries of such personnel which are necessary for the proper prosecution of the Work.*
- .3 If approved in advance by Owner (which approval shall not be unreasonably withheld), wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work; provided, however if obtaining Owner’s prior approval is impractical under the circumstances, Construction Manager may include wages or salaries of such personnel which are necessary for the proper prosecution of the Work.*
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3 and are generally set forth in a schedule*

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

*provided to and approved by the Owner with such approval not to be unreasonably withheld.”*

### Findings:

In addition to the employees paid hourly, the Construction Manager also has several individuals billing the Owner's project as salaried staff employees. A request was made to the Construction Manager to access payroll records or some type of other supporting documentation in order to validate the wages earned plus burden charged to the project. The right-to-audit clause in *Article 6.4* requires the Construction Manager to provide access to these types of records in order to validate various costs. The request was denied, as the Construction Manager cited the use of billing rates charged to the Owner's project instead of actual wages plus actual burden. The Construction Manager's representative stated these wages and associated burden are consistent with wages earned in the area of the Owner's project. Finally, the Construction Manager did supply the rate schedule utilized to charge the Owner's project for time worked by these salaried individuals. In addition, the Construction Manager did provide access to payroll records to assess the actual variance between wages (and associated burden) earned and the billing rates. The detail behind this analysis can be seen in the backup binder.

From project inception through July 16, 2018, the project has been billed \$1,248,568.90 for salaried individuals under the rate schedule. As can be seen in the schedule on the following page and summarized in the chart below, billings exceeded actual cost by approximately 21%. These rates resulted in an additional \$216,679.32 in profit for the Construction Manager above the 3.25% fee paid by the Owner.

Contractor Salaried Employee Labor Cost Reconciliation					
Labor Billings - Project Inception through July 16, 2018	Aggregate Actual Wages	Aggregate Actual Burden	Total Actual Wages Plus Burden	Variance	
\$ 1,248,568.90	\$ 754,415.54	\$ 277,474.04	\$ 1,031,889.58	\$ (216,679.32)	

The audit covered approximately the first \$20,000,000.00 in billings by the Construction Manager. If the labor billed by the Construction Manager (\$1,248,568.90) is consistent with the remaining 90% of the project's billings in terms of scope, this assumed 21% profit center would equate to approximately \$2,200,000.00 over the life of the project.

Contractor Construction Group: 2018 Commercial Billing Rates - 7/31/18 - present														
Description		Wage	FICA	Unemploy- ment	Health-care	Life/ LTD	Retire.	Total Rate	Annual Salary (1,840 Hours)	Fully Burdened Annual Salary	Actual Wages Earned	Fully Burdened Annual Salary	Variance (%)	Variance (\$)
G&N:														
1	Administrative - 1	\$ 26.37	\$ 2.02	\$ 0.28	\$ 3.83	\$ 0.15	\$ 1.63	\$ 34.28	\$ 48,529.60	\$ 63,072.12	\$ 38,949.86	\$ 51,839.64	-17.8%	\$ (11,232.48)
2	Administrative - 2	\$ 31.84	\$ 2.44	\$ 0.28	\$ 3.83	\$ 0.18	\$ 1.96	\$ 40.53	\$ 58,588.20	\$ 74,578.05	\$ 47,022.89	\$ 62,863.00	-15.7%	\$ (11,715.04)
3	Administrative - 3	\$ 42.27	\$ 3.23	\$ 0.28	\$ 3.83	\$ 0.24	\$ 2.61	\$ 52.46	\$ 77,780.44	\$ 96,531.87	\$ 62,426.58	\$ 85,490.65	-11.4%	\$ (11,041.23)
4	Professional - 1	\$ 34.11	\$ 2.61	\$ 0.28	\$ 3.83	\$ 0.19	\$ 2.10	\$ 43.13	\$ 62,765.67	\$ 79,356.62	\$ 50,375.72	\$ 69,485.13	-12.4%	\$ (9,871.48)
5	Professional - 2	\$ 46.67	\$ 3.57	\$ 0.28	\$ 3.83	\$ 0.27	\$ 2.88	\$ 57.49	\$ 85,872.16	\$ 105,787.92	\$ 68,920.99	\$ 90,027.09	-14.9%	\$ (15,760.82)
6	Professional - 3	\$ 63.28	\$ 4.52	\$ 0.28	\$ 3.83	\$ 0.36	\$ 3.90	\$ 76.17	\$ 116,439.12	\$ 140,155.55	\$ 93,454.04	\$ 120,965.21	-13.7%	\$ (19,190.34)
7	Manager - 1	\$ 49.39	\$ 3.78	\$ 0.28	\$ 3.83	\$ 0.28	\$ 3.05	\$ 60.60	\$ 90,868.55	\$ 111,503.24	\$ 72,931.10	\$ 94,616.83	-15.1%	\$ (16,886.42)
8	Manager - 2	\$ 66.07	\$ 4.56	\$ 0.28	\$ 3.83	\$ 0.38	\$ 4.08	\$ 79.19	\$ 121,574.44	\$ 145,711.40	\$ 97,575.64	\$ 118,781.64	-18.5%	\$ (26,929.76)
9	Manager - 3	\$ 86.37	\$ 4.85	\$ 0.28	\$ 3.83	\$ 0.49	\$ 5.56	\$ 101.38	\$ 158,915.77	\$ 186,539.72	\$ 127,545.80	\$ 180,464.62	-3.3%	\$ (6,075.09)
10	Director - 1	\$ 63.74	\$ 4.52	\$ 0.28	\$ 3.83	\$ 0.36	\$ 3.93	\$ 76.67	\$ 117,288.50	\$ 141,074.49	\$ 94,135.75	\$ 126,683.23	-10.2%	\$ (14,391.26)
11	Director - 2	\$ 88.94	\$ 4.89	\$ 0.28	\$ 3.83	\$ 0.51	\$ 5.73	\$ 104.17	\$ 163,653.82	\$ 191,678.55	\$ 131,348.55	\$ 169,625.92	-11.5%	\$ (22,052.64)
Officers:														
12	G&A	\$ 143.30	\$ 5.68	\$ 0.28	\$ 3.83	\$ 2.46	\$ 8.57	\$ 164.12	\$ 263,671.86	\$ 301,980.63	\$ 211,623.04	\$ 276,429.65	-8.5%	\$ (25,550.98)
13	OPS SVP	\$ 191.42	\$ 6.37	\$ 0.28	\$ 3.83	\$ 2.51	\$ 8.56	\$ 212.97	\$ 352,206.51	\$ 391,857.00	\$ 282,680.94	\$ 353,610.13	-9.8%	\$ (38,246.87)
14	OPS VP1	\$ 107.82	\$ 5.16	\$ 0.28	\$ 3.83	\$ 2.36	\$ 6.94	\$ 126.39	\$ 198,381.19	\$ 232,549.08	\$ 159,220.74	\$ 208,609.03	-10.3%	\$ (23,940.05)
15	OPS VP2	\$ 191.42	\$ 6.37	\$ 0.28	\$ 3.83	\$ 2.51	\$ 8.56	\$ 212.97	\$ 352,206.51	\$ 391,857.00	\$ 282,680.94	\$ 373,436.79	-4.7%	\$ (18,420.21)
16	SVP2	\$ 191.42	\$ 6.37	\$ 0.28	\$ 3.83	\$ 2.51	\$ 8.56	\$ 212.97	\$ 352,206.51	\$ 391,857.00	\$ 282,680.94	\$ 393,821.95	0.5%	\$ 1,964.95
Operations:														
17	Office Engineer - 1	\$ 36.53	\$ 2.79	\$ 0.28	\$ 3.83	\$ 0.21	\$ 2.25	\$ 45.89	\$ 67,214.89	\$ 84,446.05	\$ 53,946.67	\$ 75,796.26	-10.2%	\$ (8,649.78)
18	Office Engineer - 2	\$ 40.04	\$ 3.06	\$ 0.28	\$ 3.83	\$ 0.23	\$ 2.47	\$ 49.91	\$ 73,668.77	\$ 91,828.58	\$ 59,126.56	\$ 83,658.20	-8.9%	\$ (8,170.38)
19	Project Engineer - 1	\$ 43.13	\$ 3.30	\$ 0.28	\$ 3.83	\$ 0.25	\$ 2.66	\$ 53.45	\$ 79,363.44	\$ 98,342.66	\$ 63,697.10	\$ 86,664.26	-11.9%	\$ (11,678.40)
20	Project Engineer - 2	\$ 50.28	\$ 3.85	\$ 0.28	\$ 3.83	\$ 0.29	\$ 3.10	\$ 61.62	\$ 92,514.92	\$ 113,386.51	\$ 74,252.48	\$ 101,759.08	-10.3%	\$ (11,627.43)
21	Asst Super - 1	\$ 36.95	\$ 2.83	\$ 0.28	\$ 3.83	\$ 0.21	\$ 2.28	\$ 46.37	\$ 67,986.29	\$ 85,328.44	\$ 54,565.80	\$ 75,588.08	-11.4%	\$ (9,740.36)
22	Asst Super - 2	\$ 49.60	\$ 3.79	\$ 0.28	\$ 3.83	\$ 0.28	\$ 3.06	\$ 60.85	\$ 91,273.14	\$ 111,966.05	\$ 73,255.82	\$ 96,413.06	-13.9%	\$ (15,552.98)
23	Asst Super - 3	\$ 61.73	\$ 4.49	\$ 0.28	\$ 3.83	\$ 0.35	\$ 3.81	\$ 74.49	\$ 113,578.99	\$ 137,061.20	\$ 91,158.50	\$ 125,378.14	-8.5%	\$ (11,683.06)
24	Project Manager - 1	\$ 51.26	\$ 3.92	\$ 0.28	\$ 3.83	\$ 0.29	\$ 3.16	\$ 62.74	\$ 94,313.63	\$ 115,444.03	\$ 75,696.12	\$ 106,354.71	-7.9%	\$ (9,089.33)
25	Project Manager - 2	\$ 59.56	\$ 4.46	\$ 0.28	\$ 3.83	\$ 0.34	\$ 3.67	\$ 72.14	\$ 109,584.31	\$ 132,739.40	\$ 87,952.37	\$ 126,181.54	-4.9%	\$ (6,557.85)
26	Sr. Project Manager - 1	\$ 64.23	\$ 4.53	\$ 0.28	\$ 3.83	\$ 0.37	\$ 3.96	\$ 77.20	\$ 118,181.76	\$ 142,040.90	\$ 94,852.68	\$ 128,585.05	-9.5%	\$ (13,455.85)
27	Sr. Project Manager - 2	\$ 75.24	\$ 4.69	\$ 0.28	\$ 3.83	\$ 0.43	\$ 4.84	\$ 89.31	\$ 138,442.75	\$ 164,334.86	\$ 111,114.15	\$ 146,238.96	-11.0%	\$ (18,095.90)
28	Project Exec - 1	\$ 68.93	\$ 4.60	\$ 0.28	\$ 3.83	\$ 0.39	\$ 4.25	\$ 82.28	\$ 126,824.30	\$ 151,391.18	\$ 101,789.19	\$ 136,480.08	-9.8%	\$ (14,911.11)
29	Project Exec - 2	\$ 82.65	\$ 4.80	\$ 0.28	\$ 3.83	\$ 0.47	\$ 5.32	\$ 97.35	\$ 152,081.68	\$ 179,127.52	\$ 122,060.76	\$ 161,851.75	-9.6%	\$ (17,275.78)
30	Project Exec - 3	\$ 100.03	\$ 5.05	\$ 0.28	\$ 3.83	\$ 0.57	\$ 6.44	\$ 116.20	\$ 184,059.82	\$ 213,807.22	\$ 147,726.41	\$ 199,386.61	-6.7%	\$ (14,420.61)
31	Superintendent - 1	\$ 49.62	\$ 3.80	\$ 0.28	\$ 3.83	\$ 0.28	\$ 3.06	\$ 60.87	\$ 91,306.04	\$ 112,003.68	\$ 73,282.23	\$ 100,429.40	-10.3%	\$ (11,574.28)
32	Superintendent - 2	\$ 63.13	\$ 4.51	\$ 0.28	\$ 3.83	\$ 0.36	\$ 3.89	\$ 76.01	\$ 116,167.36	\$ 139,861.54	\$ 93,235.93	\$ 129,156.45	-7.7%	\$ (10,705.09)
33	Superintendent - 3	\$ 82.42	\$ 4.79	\$ 0.28	\$ 3.83	\$ 0.47	\$ 5.31	\$ 97.09	\$ 151,645.41	\$ 178,654.35	\$ 121,710.61	\$ 169,803.75	-5.0%	\$ (8,580.60)
34	Sr. Superintendent - 1	\$ 65.55	\$ 4.55	\$ 0.28	\$ 3.83	\$ 0.37	\$ 4.04	\$ 78.62	\$ 120,603.19	\$ 144,660.61	\$ 96,796.12	\$ 134,853.22	-6.8%	\$ (9,807.39)
35	Sr. Superintendent - 2	\$ 77.87	\$ 4.73	\$ 0.28	\$ 3.83	\$ 0.44	\$ 5.01	\$ 92.16	\$ 143,281.94	\$ 169,583.40	\$ 114,998.08	\$ 154,417.92	-8.9%	\$ (15,165.49)
36	Sr. Superintendent - 3	\$ 97.49	\$ 5.01	\$ 0.28	\$ 3.83	\$ 0.56	\$ 6.28	\$ 113.44	\$ 179,374.18	\$ 208,728.71	\$ 143,965.71	\$ 195,732.97	-6.2%	\$ (12,995.73)
37	Construction Exec - 1	\$ 78.53	\$ 4.74	\$ 0.28	\$ 3.83	\$ 0.45	\$ 5.06	\$ 92.88	\$ 144,495.69	\$ 170,899.83	\$ 115,972.24	\$ 156,986.21	-8.1%	\$ (13,913.62)
38	Construction Exec - 2	\$ 93.36	\$ 4.95	\$ 0.28	\$ 3.83	\$ 0.53	\$ 6.01	\$ 108.97	\$ 171,785.75	\$ 200,498.37	\$ 137,875.24	\$ 186,090.48	-7.2%	\$ (14,407.90)
39	Field Engineer - 1	\$ 37.66	\$ 2.88	\$ 0.28	\$ 3.83	\$ 0.22	\$ 2.32	\$ 47.18	\$ 69,287.79	\$ 86,817.21	\$ 55,610.38	\$ 75,057.43	-13.5%	\$ (11,759.78)
40	Field Engineer - 2	\$ 46.73	\$ 3.57	\$ 0.28	\$ 3.83	\$ 0.27	\$ 2.88	\$ 57.56	\$ 85,986.71	\$ 105,918.95	\$ 69,012.93	\$ 96,214.76	-9.2%	\$ (9,704.19)
41	Field Engineer - 3	\$ 56.81	\$ 4.35	\$ 0.28	\$ 3.83	\$ 0.32	\$ 3.50	\$ 69.09	\$ 104,526.99	\$ 127,127.00	\$ 83,893.36	\$ 117,209.01	-7.8%	\$ (9,917.98)
42	MEP - 1	\$ 50.16	\$ 3.84	\$ 0.28	\$ 3.83	\$ 0.29	\$ 3.09	\$ 61.49	\$ 92,302.88	\$ 113,143.96	\$ 74,082.29	\$ 104,233.62	-7.9%	\$ (8,910.35)
43	MEP - 2	\$ 69.31	\$ 4.60	\$ 0.28	\$ 3.83	\$ 0.40	\$ 4.27	\$ 82.69	\$ 127,526.24	\$ 152,150.60	\$ 102,352.56	\$ 141,482.07	-7.0%	\$ (10,668.53)
44	MEP - 3	\$ 91.12	\$ 4.92	\$ 0.28	\$ 3.83	\$ 0.52	\$ 5.87	\$ 106.53	\$ 167,654.59	\$ 196,017.75	\$ 134,559.57	\$ 187,464.04	-4.4%	\$ (8,553.71)
45	Quality Control - 1	\$ 37.21	\$ 2.85	\$ 0.28	\$ 3.83	\$ 0.21	\$ 2.29	\$ 46.67	\$ 68,462.77	\$ 85,873.48	\$ 54,948.22	\$ 73,783.75	-14.1%	\$ (12,089.73)
46	Quality Control - 2	\$ 52.58	\$ 4.02	\$ 0.28	\$ 3.83	\$ 0.30	\$ 3.24	\$ 64.25	\$ 96,739.92	\$ 118,219.45	\$ 77,643.46	\$ 109,090.77	-7.7%	\$ (9,128.68)
47	Quality Control - 3	\$ 64.17	\$ 4.53	\$ 0.28	\$ 3.83	\$ 0.37	\$ 3.96	\$ 77.13	\$ 118,067.21	\$ 141,916.97	\$ 94,760.74	\$ 130,800.67	-7.8%	\$ (11,116.30)
48	Safety Specialist - 1	\$ 34.75	\$ 2.66	\$ 0.28	\$ 3.83	\$ 0.20	\$ 2.14	\$ 43.86	\$ 63,948.96	\$ 80,710.17	\$ 51,325.44	\$ 71,099.32	-11.9%	\$ (9,610.86)
49	Safety Specialist - 2	\$ 45.86	\$ 3.51	\$ 0.28	\$ 3.83	\$ 0.26	\$ 2.83	\$ 56.57	\$ 84,390.92	\$ 104,092.83	\$ 67,731.66	\$ 94,829.92	-8.9%	\$ (9,602.92)
50	Safety Specialist - 3	\$ 58.54	\$ 4.45	\$ 0.28	\$ 3.83	\$ 0.33	\$ 3.61	\$ 71.04	\$ 107,714.93	\$ 130,716.93	\$ 86,452.00	\$ 121,466.96	-7.1%	\$ (9,249.97)
51	OPS Logistics - 1	\$ 21.14	\$ 1.62	\$ 0.28	\$ 3.83	\$ 0.12	\$ 1.30	\$ 28.29	\$ 38,904.84	\$ 52,062.44	\$ 31,225.03	\$ 44,797.23	-14.0%	\$ (7,265.22)
52	OPS Logistics - 2	\$ 31.15	\$ 2.38	\$ 0.28	\$ 3.83	\$ 0.18	\$ 1.92	\$ 39.74	\$ 57,307.41	\$ 73,112.97	\$ 45,994.93	\$ 65,759.80	-10.1%	\$ (7,353.17)
53	OPS Logistics - 3	\$ 46.45	\$ 3.55	\$ 0.28	\$ 3.83	\$ 0.27	\$ 2.86	\$ 57.24	\$ 85,463.92	\$ 105,320.93	\$ 68,593.34	\$ 96,375.15	-8.5%	\$ (8,945.78)
54	OPS Specialist - 1	\$ 44.34	\$ 3.39	\$ 0.28	\$ 3.83	\$ 0.25	\$ 2.74	\$ 54.83	\$ 81,592.32	\$ 100,892.25	\$ 65,486.00	\$ 91,362.36	-9.4%	\$ (9,529.89)
55	OPS Specialist - 2	\$ 58.95	\$ 4.45	\$ 0.28	\$ 3.83	\$ 0.34	\$ 3.64	\$ 71.48	\$ 108,460.73	\$ 131,523.81	\$ 87,050.58	\$ 120,588.11	-8.3%	\$ (10,935.70)
56	OPS Specialist - 3	\$ 79.04	\$ 4.74	\$ 0.28	\$ 3.83	\$ 0.45	\$ 5.09	\$ 93.43	\$ 145,430.39	\$ 171,913.59	\$ 116,722.43	\$ 163,421.05	-4.9%	\$ (8,492.54)
Total														

## VIII. Multiplier Application – Double Billing of Training

**Credit due Owner: \$21,066.11**

**AIA Document A121 CMc – 2009 and AGC Document 565**

### 6.1 LABOR COSTS

*6.1.2.2 “Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s agreement times a stipulated multiplier of 1.325 to compensate the Construction Manager for the items enumerated in Clause 6.1.2.4 below. Wages or salaries of the Construction Manager’s home office personnel performing the functions of Construction Supervisor including Operations, Estimating, Scheduling, Purchasing, Accounting, Cost Control, Legal and Safety times a stipulated multiplier of 1.8 to compensate the Construction Manager for the items enumerated in Clause 6.1.2.4 below and the associated office overhead.”*

*6.1.2.4 “Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, the Construction Manager’s standard fringe benefits such as sick leave, medical and health benefits, holidays, vacations, allowed absences, training and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3. For field personnel Construction Manager shall invoice the Owner for actual time, holidays, vacation, and allowed absences (i.e. 2080 hrs per year).”*

### Findings:

Article 6 allows the Construction Manager to bill the Owner for training through the use of the 32.50% multiplier for field labor and 80.00% multiplier for home office personnel. As can be seen in the language above, *Section 6.1.2.4* clearly states training is a fringe cost to be billed to the Owner through the stipulated multipliers. During the course of the Owner’s job, wages were paid to employees whose time (and wages incurred by the Owner) was spent on various job related training activities. While it is our opinion the fee paid to the Construction Manager should cover corporate overhead such as training, the Contract does allow training to be recovered through the multiplier. However, hours and expenses incurred by individuals participating in company training programs should not be billed directly to the Owner, too.

The Construction Manager stated training should be billed in the same way as vacation/holidays (as a part of the “2,080 hour arrangement”). However, it is our opinion training is specifically cited as a component of the 32.50% burden multiplier and not mentioned with regards to the “2,080 arrangement”. Additionally, many of the

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

individuals billing time associated with training were working on multiple projects and not fully devoted to the Owner's jobsite. As can be seen in the table on the following page, a credit of approximately \$21,000.00 is owed to the Owner for labor billed to the project as well as expenses associated with training exercises.

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

Job	Bid Pack	Cost Code	Cost Type	Cost Code Description	Date	Vendor	Name	Description	Service Date	Job Type	Job Type Description	Units	Rate	Amount	Training
19411000	920	92091200	4175		12/10/06	1487			10/2/2006	TRN	Training		8.00	\$530.00	\$530.00
19411000	920	92091205	4175		01/21/07	1487			10/8/2006	TRN	Training		8.00	\$530.00	\$530.00
19411000	920	92091200	4175		02/19/07	1487			10/8/2006	TRN	Training		-8.00	\$500.00	(\$530.00)
19411000	920	92091205	4175		02/19/07	1487			2/4/2007	TRN	Training		16.00	\$52.00	\$1,102.40
19411000	920	92091502	4175		03/19/07	5918			3/18/2007	TRN	Training		4.00	\$25.48	\$135.02
19411000	920	92091500	4175		05/13/07	6501			5/13/2007	TRN	Training		8.00	\$26.92	\$265.38
19411000	920	92091220	4175		05/13/07	5156			5/6/2007	TRN	Training		8.00	\$49.76	\$527.46
19411000	920	92091220	4175		05/13/07	5156			5/20/2007	TRN	Training		8.00	\$49.76	\$527.46
19411000	920	92091220	4175		05/20/07	5156			5/20/2007	TRN	Training		8.00	\$60.10	\$637.02
19411000	920	92091010	4175		05/27/07	6170			6/10/2007	TRN	Training		26.00	\$26.92	\$265.38
19411000	920	92091500	4175		06/10/07	6501			6/10/2007	TRN	Training		0.00	\$49.76	\$1,714.22
19411000	925	92593750	4215		06/13/07	6501			6/13/2007	TRN	Training		0.00	NULL	\$81.48
19411000	920	92091220	4175		06/24/07	5156			6/24/2007	TRN	Training		4.00	\$49.76	\$263.73
19411000	925	92593750	4215		07/26/07	5156			7/26/2007	TRN	Training		0.00	NULL	\$113.98
19411000	925	92593750	4215		07/26/07	5156			7/26/2007	TRN	Training		0.00	NULL	\$113.98
19411000	925	92593750	4215		07/26/07	5156			7/26/2007	TRN	Training		0.00	NULL	\$247.35
19411000	920	92091220	4175		08/05/07	5156			8/5/2007	TRN	Training		4.00	\$49.76	\$263.73
19411000	920	92091230	4175		08/05/07	3101			8/5/2007	TRN	Training		8.00	\$45.67	\$484.13
19411000	925	92593750	4215		08/07/07	6501			8/22/07	TRN	Training		0.00	NULL	\$157.45
19411000	925	92593750	4215		08/20/07	5156			8/20/2007	TRN	Training		0.00	NULL	\$120.28
19411000	925	92593750	4215		08/20/07	3101			8/20/2007	TRN	Training		0.00	NULL	\$245.37
19411000	920	92091220	4175		09/02/07	5156			9/22/07	TRN	Training		8.00	\$51.52	\$546.06
19411000	920	92091205	4175		12/09/07	1487			12/2/2007	TRN	Training		8.00	\$52.00	\$551.20
19411000	920	92091200	4175		12/09/07	6371			12/2/2007	TRN	Training		8.00	\$72.12	\$764.42
19411000	920	92091230	4175		12/23/07	3101			12/16/2007	TRN	Training		8.00	\$48.08	\$599.62
19411000	920	92091675	4175		01/20/08	4905			1/20/2008	TRN	Training		4.00	\$52.89	\$280.29
19411000	926	92693085	4215		03/21/08	4905			3/21/2008	TRN	Training		0.00	NULL	\$349.50
19411000	920	92091050	4175		03/23/08	6923			3/23/2008	TRN	Training		3.00	\$25.48	\$101.28
19411000	920	92091503	4175		04/13/08	1400			4/13/2008	TRN	Training		8.00	\$34.66	\$367.44
19411000	925	92593750	4215		04/18/08	4989			4/18/2008	TRN	Training		0.00	NULL	\$68.68
19411000	925	92593750	4215		04/22/08	6501			4/22/2008	TRN	Training		0.00	NULL	\$87.30
19411000	925	92593750	4215		04/22/08	3101			4/22/2008	TRN	Training		0.00	NULL	\$169.95
19411000	925	92598590	4215		04/22/08	3101			4/22/2008	TRN	Training		0.00	NULL	\$362.70
19411000	920	92091230	4175		04/27/08	3101			4/20/2008	TRN	Training		16.00	\$48.08	\$1,019.23
19411000	926	92693080	4215		04/28/08	96692			4/28/2008	TRN	Training		0.00	NULL	\$150.00
19411000	920	92091675	4175		05/11/08	4905			5/4/2008	TRN	Training		8.00	\$52.89	\$560.58
19411000	920	92091050	4175		06/08/08	6923			6/8/2008	TRN	Training		9.00	\$25.48	\$333.86
19411000	920	92091675	4175		06/12/08	4905			6/12/2008	TRN	Training		14.00	\$52.88	\$981.00
19411000	920	92091200	4175		06/22/08	6371			6/15/2008	TRN	Training		8.00	\$75.72	\$802.65
19411000	920	92091675	4175		07/06/08	4905			6/29/2008	TRN	Training		4.00	\$52.89	\$280.29
19411000	920	92091240	4175		07/20/08	7223			7/20/2008	TRN	Training		34.00	\$25.48	\$1,147.91
19411000	920	92091503	4175		08/03/08	1400			7/27/2008	TRN	Training		8.00	\$34.66	\$367.44
19411000	920	92091050	4175		08/17/08	6923			8/10/2008	TRN	Training		3.00	\$25.48	\$101.28
19411000	920	92091675	4175		08/17/08	4905			8/17/2008	TRN	Training		8.00	\$52.89	\$560.58
19411000	925	92593750	4215		08/21/08	3101			8/31/2008	TRN	Training		0.00	NULL	(\$54.25)
19411000	920	92091230	4175		08/31/08	4905			8/24/2008	TRN	Training		8.00	\$52.89	\$560.58
19411000	920	92091675	4175		10/26/08	6923			8/31/2008	TRN	Training		16.00	\$52.88	\$1,121.15
19411000	920	92091050	4175		10/26/08	7223			10/26/2008	TRN	Training		3.00	\$25.48	\$101.28
19411000	920	92091240	4175		11/26/08	6923			10/26/2008	TRN	Training		8.00	\$25.48	\$270.10
19411000	920	92091050	4175		11/26/08	6923			11/16/2008	TRN	Training		1.00	\$25.48	\$33.76
															\$21,086.11

## **IX. Excess Employee Living Allowance**

**Credit due Owner: \$6,615.38**

### **Article 6; Standard Form Agreement Between Owner and Construction Manager**

***“6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:*

*.5 The reasonable portion of the cost of travel, accommodations and meals for Construction Manager’s personnel necessarily and directly incurred in connection with the performance of the Work. Travel will be provided as a line item breakdown in the GMP Amendment.”*

#### **Findings:**

As Section 6.3.5 states, the Owner is responsible for the reasonable reimbursement of travel and accommodations for the Construction Manager’s employees who have spent time away from home on the jobsite. The Owner’s project had numerous employees billing for reimbursement of these costs during the project. These costs were typically \$1,300.00 to \$1,500.00 per month for a furnished apartment complete with the cost of cable, electricity, water/sewer, etc. However, one individual, Mr. [REDACTED] had an agreement with the Construction Manager for a housing allowance of \$500.00 week (\$2,166.67 per month). During the field visit, the Construction Manager’s representative stated Mr. [REDACTED] supplied his own lodging (i.e., a trailer) and supplied documentation exhibiting Mr. [REDACTED] did, in fact, receive the \$500.00 per week stipend. It is our opinion this action was excessive given the market rates for furnished apartments in the area. As can be seen in the chart on the following page, it is our opinion the Owner is owed a credit of \$6,615.38, the variance between \$500.00 per week and \$1,500.00 per month.

Date	Description	Employee		\$1500/month	\$500/week	Overage/week
2/16/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
2/23/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
4/19/2019	employee supplied housing	9L	\$	346.15	\$ 500.00	\$ 153.85
4/26/2019	employee supplied housing	9L	\$	346.15	\$ 500.00	\$ 153.85
5/3/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
5/3/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
5/24/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
5/24/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
5/31/2019	Employee Supply Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
5/31/2019	Employee Supply Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
6/21/2008	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
6/21/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
7/5/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
7/5/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
7/19/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
7/19/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
8/2/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
8/2/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
8/16/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
8/16/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
8/30/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
8/30/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
9/13/2019	Employee supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
9/13/2019	Employee supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
9/27/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
9/27/2019	Employee Supplied Lodging Oct	9L	\$	346.15	\$ 500.00	\$ 153.85
10/11/2019	Employee supplied housing	9L	\$	346.15	\$ 500.00	\$ 153.85
10/11/2019	Employee supplied housing	9L	\$	346.15	\$ 500.00	\$ 153.85
10/25/2019	employee supplied lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
10/25/2019	employee supplied lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
11/8/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
11/8/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
11/22/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
11/22/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
12/6/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
12/6/2019	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
12/20/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
12/20/2019	Employee Supplied Housing	9L	\$	346.15	\$ 500.00	\$ 153.85
1/3/2020	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
1/3/2020	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
1/17/2020	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
1/17/2020	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
1/24/2020	Employee Supplied Lodging	9L	\$	346.15	\$ 500.00	\$ 153.85
		<b>TOTAL</b>				<b>\$ 6,615.38</b>

**X. Project Pursuit Fees**

**Credit due Owner: \$22,322.80**

**Paragraph 8.1.3, AIA Document A111**

*“Costs Not To Be Reimbursed*

*Overhead and general expenses, except as may be expressly included in Article 7.”*

**Findings:**

Costs associated with the Construction Manager’s pursuit of the Owner’s project were billed back to the Owner in violation of Section 8 of the Contract. These costs dealt with both labor and miscellaneous expenses incurred by the Construction Manager in its pursuit of the project and were pointed out to the Construction Manager during various conversations. In a letter dated November 17, 2019 (included in the backup binder), the Construction Manager agreed these fees were not compliant with the Contract terms, and a credit will be given to the Owner for its cost. These charges totaled \$22,322.80.

## **XI. Non-Reimbursable Legal Fees Charged to Owner's Project**

**Credit due Owner: \$15,744.12**

### **Article 6; Standard Form Agreement Between Owner and Construction Manager**

***"6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:*

- .16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Construction Manager's performance of the Work, provided such costs do not: (i) involve any personnel or labor matters, (ii) arise from disputes between Owner and Construction Manager, or Construction Manager and Subcontractors, or (iii) arise from the negligence of Construction Manager or the negligence of any Subcontractors.*

### **Findings:**

Section 6.3.16 of the Contract states legal fees are reimbursable, provided the fees do not arise from any dispute between the Owner and Construction Manager. During the project life, the Construction Manager billed legal fees totaling approximately \$20,000.00 to the Owner. While approximately \$4,000.00 of these legal fees were related to issues between the Construction Manager and Subcontractor, etc., the majority of these fees relate to issues between the Construction Manager and the Owner. Some of these fees relate to initial Contract negotiations between the two parties, as well as issues of dispute between the two entities in the latter part of the construction phase. The schedule on the following page outlines the legal fees deemed to be non-reimbursable. Further detail of these fees can be seen in the backup book to this report.

## XII. Non-Reimbursable Rework

**Credit due Owner: \$99,296.00**

### Article 10, Contract Between Owner and Construction Manager

#### *“Contract Price*

*(F) Cost Not Included as Part of the Construction Work and Services: The following items of cost and expense are not included as part of the Cost of the Construction Work to be paid by Owner to Construction Manager:*

*(5) Cost and expense incurred by Construction Manager, its Subcontractors, consultants, or suppliers, or anyone directly or indirectly employed by any of them, when such costs or expenses are the result of their negligence or failure to perform any contractual duty.”*

#### **Findings:**

The review of the detail behind the various Owner Change Orders uncovered a Subcontractor Change Order to [REDACTED], totaling \$156,815.00 resulting from six Change Order Requests (COR's) with a description of “*Additional cost resulting from excessive touchup caused by damage from other trades*”. During the field visit on February 11, 2020 the Construction Manager's representative provided supporting documentation reflecting backcharges totaling \$57,519.00, or \$99,296.00 less than the Subcontractor Change Order total, to four different Subcontractors for this rework. The Construction Manager's representative stated the remainder of the paperwork substantiating the rework either could not be located or had possibly been inaccurately described on the original [REDACTED] change order and did not pertain to rework at all. The Construction Manager has been paid a fee to manage the Owner's project, and thus, it is our opinion the burden of proof should fall on the Construction Manager to further demonstrate the rework has in fact been backcharged properly and fully.

<b>Backcharges for Rework</b>	
<b>Subcontractor</b>	<b>Change Order Deduct</b>
[REDACTED]	\$ (10,661.00)
[REDACTED]	\$ (5,498.00)
[REDACTED]	\$ (36,656.00)
[REDACTED]	\$ (4,704.00)
<b>Total Backcharged</b>	<b>\$ (57,519.00)</b>

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### **XIII. Insurance Overbilling**

**Credit due Owner: \$144,015.75**

#### **Article 8, Contract Between Owner and Construction Manager**

“Contract Price

*(G) Cost of Construction Work: Owner agrees to pay Design/Builder for the Cost of the Construction Work as defined below, subject to submission by Design/Builder of all Subcontractor and Vendor backup substantiation as may be reasonably required by the Director... The following items are considered to be part of the Cost of the Construction Work:*

*(8) Cost of the premiums for all bonds and insurance coverage required by this Contract, or deemed necessary by Design/Builder, in the normal pursuit of the Construction Work, including payment and performance bond premiums or Design/Builder's Subguard Program premium for subcontracts where, in Design/Builder's opinion, there is reasonable justification for requiring a subcontract to be bonded. Premiums for company wide coverage will be prorated on the basis of value of Construction Work completed during the premium period.*

*Exhibit D*

#### **C. Blanket Professional Liability Insurance**

*Design/Builder and any consultant employed by Design/Builder shall maintain \$1,000,000.00 in blanket professional liability insurance. The deductible under the policy shall be the responsibility of Design/Builder and shall not be a Cost of the Work.”*

#### **Findings:**

The Owner's project was billed for various bonds and insurance required by the Contract. The Construction Manager provided job specific invoices during the field review on January 13-14, 2020 for performance and payment bonds and Builder's Risk Insurance. Additionally, an allocation of 1.0% of Subcontract value was allocated to the various Subcontractors requiring Subguard Insurance. These items were billed in accordance with the Contract.

In addition to the items mentioned above, the job cost report reflected a billing to the Owner of \$934,623.75 for general liability insurance. During the field visit, the Construction Manager's representative stated it was company policy to bill general

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liability insurance at a rate of 1.20% of the Contract sum. As *Article 8.G.8* of the Contract states, insurance purchased at a company-wide level is to be allocated based on the amount of Construction Work performed during the period. A subsequent request was made to the Construction Manager for the derivation of this rate. The Construction Manager's calculation is shown in the table below:

Contractor Calculation CGL Rate Calculation						
Premiums	Insurance Carrier	12/31/15	12/31/16	12/31/17	12/31/18	Total
CGL		6,023,232	5,233,142	3,325,194	2,924,573	
Professional Liability		933,473	1,249,034	1,250,000	1,140,109	
Umbrella		363,435	357,347	355,706	317,108	
Pollution Liability		243,280	260,424	237,534	231,103	
D&O		51,838	41,836	38,149	53,437	
Contractors Equipment		97,743	127,323	83,594	65,118	
Auto		158,747	134,952	209,932	100,654	
Crime		3,773	3,712	3,599	3,871	
Kidnap and Ransom				-	8,490	
Brokers Fees		-	-	25,463	-	
			7,875,521	7,407,770	5,529,170	
Revenues from Owner Project		6,404,488	55,741,938	15,129,552	609,334	77,885,312
Company Revenues per Audited Statements		711,338,241	716,831,311	451,963,658	442,674,086	
Less: Mexico		(26,027,039)	(84,405,075)	(4,849,884)	(17,373,527)	
Less: Canada					(18,689,887)	
Total Company Revenues		685,311,202	632,426,236	447,113,774	406,610,672	2,171,461,884
Owner Project Percent of Total		0.93%	8.81%	3.38%	0.15%	3.59%
Calculated Owner CGL Charge		73,600	652,920	187,097	7,260	920,876

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As can be seen in the chart above, the Construction Manager's premium cost to the Owner of \$920,876.00 (\$13,747.75 less than the amount billed) for miscellaneous insurance (predominantly general liability) was the result of several factors. The majority of these components were in compliance with the Contract with regards to the cost allocation back to the Owner along with their limits on coverage. It is our opinion the small premium paid in 2015 for the "Kidnap and Ransom" component of the coverage cost should not be borne by the Owner given how the Design/Builder's representative stated the Design/Builder had to obtain another general liability insurance policy for work performed in Mexico and Canada (and the company-wide revenue associated with Mexico and Canada was removed from the calculation).

The major material issue regarding these various components revolves around the Professional Liability Insurance. *Exhibit D* to the Contract states this is a reimbursable cost, and the Construction Manager shall maintain a limit of \$1,000,000.00. The certificate of insurance provided by the Design/Builder for 2018 reflects a limit of \$5,000,000.00, exceeding the Contract's requirement. It is our opinion the Construction Manager is the entity receiving the benefit of the greater limit. We do not believe the Owner should bear the pro-rata expense for the cost of this excess coverage. It is our opinion the calculation involved to determine the pro-rata expense for the Owner should reduce the professional liability insurance by 80.0% to be consistent with the Contract.

The exclusion of the kidnap and ransom component, along with the reduction of the \$5,000,000.00 professional liability insurance policy by 80% to be consistent with the \$1,000,000.00 limit cited in *Exhibit D* to the Contract, decreases the amount to \$790,608.00. This amount should have been the Contract agreed rate for these various insurances. As shown in the chart below, this revised calculation results in an amount \$144,015.75 less than the \$934,623.75 originally billed to the Owner.

## Fort Hill Recommended CGL Rate Calculation

Premiums	Insurance Carrier	12/31/15	12/31/16	12/31/17	12/31/18	Total	Comments
CGL		6,023,232	5,233,142	3,325,194	2,924,573		Reduced by 80% to meet contract limits of \$1MM
Professional Liability		186,695	249,807	250,000	228,022		
Umbrella		363,435	357,347	355,706	317,108		
Pollution Liability		243,280	260,424	237,534	231,103		
D&O		51,838	41,836	38,149	53,437		
Contractors Equipment		97,743	127,323	83,594	65,118		
Auto		158,747	134,952	209,932	100,654		
Crime		3,773	3,712	3,599	3,871		
Kidnap and Ransom				-	-		Eliminated in 2015
Brokers Fees		-	-	25,463	-		
		7,128,742	6,408,543	4,529,170	3,923,885	21,990,340	
Revenues from Owner Project		6,404,488	55,741,938	15,129,552	609,334	77,885,312	
Company Revenues per Audited Statements		711,338,241	716,831,311	451,963,658	442,674,086		
Less: Mexico		(26,027,039)	(84,405,075)	(4,849,884)	(17,373,527)		
Less: Canada					(18,689,887)		
Total Company Revenues		685,311,202	632,426,236	447,113,774	406,610,672	2,171,461,884	
Owner Project Percent of Total		0.93%	8.81%	3.38%	0.15%	3.59%	
Calculated Owner CGL Charge		66,621	564,848	153,259	5,880	790,608	

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

#### **XIV. Improper Billing of Leased Equipment**

**Credit due Owner: \$87,914.23**

##### **Subparagraph 7.7.6 of the Compensation Agreement**

*“Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager that are used at the site, whether rented from the Construction Manager or others, provided that the Construction Manager’s rates shall not exceed those customarily charged in the area, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof; and provided that the Construction Manager shall have obtained at least two bids for all rentals and obtained the Owner’s consent prior to renting any machinery or equipment and that rental rates of the Construction Manager’s owned equipment shall be at no more than eighty percent (80%) of the current AED rates. Rates and quantities of equipment rented shall be subject to the Owner’s prior approval.”*

##### **Findings:**

The Construction Manager provided two lists of equipment used on the project to Fort Hill Associates’ auditors. The first list provided identified all leased equipment used on the project with the specific rental rates charged for Construction Manager-owned equipment. The third-party rentals were not sufficiently identified and contained only the amount and rental company used. A second list was requested from the Construction Manager, which identified the model numbers for the Construction Manager’s equipment leased to the Owner. As stated above, the rental rates must not exceed 80% of current AED rates on Construction Manager-owned equipment.

There were several items on the leased equipment list, which appear to be Construction Manager-owned and non-compliant with the terms of the Contract. Article 7 of the Contract provides guidelines for leased equipment in Subparagraph 7.7.6 (as outlined above). Fort Hill Associates compared the rental rates to the AED Green Book and identified rentals believed to exceed the allowed reimbursable rate. The non-compliant rentals are detailed in Appendix V. These exceptions resulted in the Owner being over billed \$87,914.23 by the Construction Manager since Contract inception.

No evidence was provided by the Construction Manager indicating the Owner’s consent, or the fact that two bids had been obtained for any rental equipment, as specified in the Contract.

**XV. Rebates / Discounts****Credit due Owner: \$4,520.36****Paragraph 9.4 of the Compensation Agreement**

*“Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from the sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they may be secured. The Construction Manager shall not obtain discounts, rebates, or refunds for its own benefit without first giving the Owner (1) at least seven days prior written notice of the availability of the discount, rebate or refund and (2) the opportunity to furnish funds to obtain the discount, rebate or refund for the benefit of the Owner.”*

**Findings:**

During interviews on the field audit with the Construction Manager’s accounts payable group, Fort Hill Associates determined that [REDACTED] was receiving rebates for both fuel purchases and rental equipment leases with particular vendors. The fuel rebate was based on annual purchases and totaled 1.4%. The rental equipment company’s rebate was a tiered approach with the Construction Manager receiving volume rebates up to 3% on rental equipment leases greater than \$1 million in a calendar year. The Construction Manager did not achieve the dollar target to take advantage of the full 3% rebate, but did meet the volume threshold to meet a 2.5% discount (based on \$84,500.00 in leases on this project)

**Fuel Rebate**

Vendor	Gallons / yr	\$/yr	Rebate Total (1.4%)
[REDACTED]	70,200	\$171,990.00	\$2,407.86

**Leased Equipment Rebate**

Vendor	>\$500,000 2.0%	>\$750,000 2.5%	>\$1,000,000	Rebate Total
[REDACTED]		√		\$2,112.50

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

**XVI. Non-Reimbursable Items**

**Credit due Owner: \$13,422.92**

**Paragraph 8.1.3, AIA Document A111**

*“Costs Not To Be Reimbursed*

*Overhead and general expenses, except as may be expressly included in Article 8.”*

**Findings:**

After review of Article 8, we were unable to determine the reimbursable basis for items purchased from various vendors as well as certain expenses passed through to the Owner on expense reports in the following spreadsheet. In total, \$13,422.92 was billed to the Owner.

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Date	Vendor	Amount	Comments
7/23/2018		\$ 177.36	Mileage; from Augusta to ATL for employee orientation; Augusta-Atlanta
8/2/2018		\$ 70.60	Mileage from Augusta-Atlanta
8/12/2018		\$ 66.44	Business Cards
8/22/2018		\$ 98.13	Mileage from Aug to Atl for training
9/1/2018		\$ 85.25	Business Cards
9/11/2018		\$ 257.70	Lunch with Atlanta employees (birthday)
9/21/2018		\$ 100.00	Mileage from Birmingham to Atlanta for training
10/1/2018		\$ 196.00	Mileage to Atlanta for training
10/11/2018		\$ 339.22	Decals for Expansion along with three other projects; costs allocated incorrectly with project being overbilled
10/21/2018		\$ 1,840.00	No documentation provided; appears to be a duplicate from August 2018
10/31/2018		\$ 100.00	Mileage from Atlanta to Birmingham to attend year end company meeting
11/10/2018		\$ 185.00	American Society of Healthcare Associate Membership Dues
11/20/2018		\$ 42.00	Taxi for ASHE training
11/30/2018		\$ 18.24	Food for ASHE training
12/10/2018		\$ 553.70	Lodging to attend ASHE Seminar
8/2/2018		\$ 116.48	Lodging at Hyatt to attend Christmas party
8/12/2018		\$ 91.20	Connectivity should have been covered in the monthly computer box rate.
8/22/2018		\$ 14.46	Thank you cards
9/1/2018		\$ 34.47	Thanksgiving Job Lunch - entire site
9/11/2018		\$ 100.00	Mileage from Birmingham to Atlanta for PM training
9/21/2018		\$ 107.20	Mileage from Macon-Atlanta - first day orientation
10/1/2018		\$ 101.88	Mileage from Chattanooga - Atlanta for orientation
10/11/2018		\$ 17.50	Mileage for picking up gifts for owner
10/21/2018		\$ 103.15	Mileage from GVL to Atlanta for training
10/31/2018		\$ 107.20	GVL-Atlanta RT for Training
11/10/2018		\$ 103.15	Mileage from Macon to Atlanta for training
11/20/2018		\$ 281.13	Nonallowable mileage for interview, taking candidate to Atlanta and performance review meeting
11/30/2018		\$ 85.25	Business Cards
12/10/2018		\$ 126.54	Jacket with logo
12/20/2018		\$ 270.00	Consulting session cancelled; refund check issued to GC apparently not passed back thru
12/30/2018		\$ 35.51	Lunch with team
1/9/2019		\$ 24.00	Lunch with team
1/19/2019		\$ 103.15	Mileage from GVL to Atlanta for OE Meeting
1/29/2019		\$ 87.52	Employee Morale Lunch and New Employee Lunch
2/8/2019		\$ 27.58	GC job site lunch
2/18/2019		\$ 126.24	287 miles from GVL-Atl for training
2/28/2019		\$ 28.66	Employee Development lunch
3/10/2019		\$ 108.01	Mileage from Atlanta-Birmingham for training
3/20/2019		\$ 53.00	Owner/GC Team Lunch
3/30/2019		\$ 38.50	Lunch to inquire about Manhattan Training Program
4/9/2019		\$ 115.00	Labor rate book
4/19/2019		\$ 53.00	Flowers for newborn
4/29/2019		\$ 185.47	Various team lunches
5/9/2019		\$ 50.39	Intern/Team Appreciation Lunch
5/19/2019		\$ 10.00	Mileage (300miles from GVL-ATL) for annual meeting
5/29/2019		\$ 121.36	Thank you Lunch not allowed
6/8/2019		\$ 1,777.64	Payments to caterer for 11/10 event
6/18/2019		\$ 158.67	Lodging in Birmingham for Avoid Const. Claims Class
6/28/2019		\$ 19.00	Parking in Birmingham for Avoid Const. Claims Class
7/8/2019		\$ 466.84	Mileage to Birmingham for Avoid Const. Claims Class
7/18/2019		\$ 126.40	Mileage from Birmingham to Atlanta for Training
7/28/2019		\$ 55.00	Lunch with team
8/7/2019		\$ 110.13	Mileage from Atl to Birmingham for training
8/17/2005		\$ 48.02	Lunch for structural review meeting
8/27/2019		\$ 116.80	mileage from Birmingham to Atlanta for meeting
9/6/2019		\$ 116.80	Mileage from Atlanta to Birmingham for training
9/16/2019		\$ 50.39	Staff Meeting Lunch
9/26/2019		\$ 55.80	Bubba Jo's BBQ - Staff Meeting
10/6/2019		\$ 391.81	Mileage not allowed to go to meeting with another potential client
10/16/2019		\$ 30.00	Lunch on the way to Savannah to bid on another job
10/26/2019		\$ 25.00	Lunch for staff meetings
11/5/2019		\$ 29.75	Staff meeting lunch
11/15/2019		\$ 58.90	Staff meeting lunch
11/25/2019		\$ 67.14	Employee Appreciation Lunch
12/5/2019		\$ 114.58	Mileage disallowed from Birmingham-Atlanta for quarterly meeting
12/15/2019		\$ 46.00	Project staff lunch
12/25/2019		\$ 181.33	Birmingham - Atlanta mileage for OE QTRLY meeting
1/4/2020		\$ 66.50	Holiday Inn in Anderson
1/14/2020		\$ 1,905.00	Seminar Enrollment Fee
1/24/2020		\$ 107.90	from Birmingham to Atlanta for training and a meeting
2/3/2020		\$ 51.38	Non allowed for present and birthday cake
2/13/2020		\$ 107.90	Mileage from Birmingham-Atlanta for training
2/23/2020		\$ 107.90	Mileage from Birmingham-Atlanta for annual meeting
3/5/2020		\$ 73.70	Holiday lunch
<b>TOTALS</b>		\$ 13,422.92	

## **XVII. Assets**

**Credit due Owner: TBD**

### **Subparagraph 9.5.1 of the Compensation Agreement**

*“Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Construction Manager at the site and fully consumed in the performance of Work. Any item not consumed for which the Owner has paid shall become the property of the Owner and shall be delivered to the Owner in accordance with the Owner’s instructions upon completion of the Work.”*

### **Subparagraph 9.5.2 of the Compensation Agreement**

*“Costs of materials described in the preceding Subparagraph 9.5.1 in excess of those actually installed to allow for a reasonable waste and spoilage. Unused excess materials, if any, shall be properly stored at the property site and in accordance with the Owner’s instructions and become the Owner’s property at the completion of the Work, or at the Owner’s option shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.”*

### **Findings:**

Fort Hill Associates completed a verification of all material invoices and identified several items that should be classified as assets used on the Owner’s project by the Construction Manager.

The schedule on the following page lists the items Fort Hill Associates believes to be the Owner’s assets upon project completion by the Construction Manager.

Activity Date	Vendor	Invoice Number	GL Amount	Invoice Amount	Comments	Description
7/17/2017		180119	17,816.21	17,049.00		modular building
7/27/2017		310804	202.84	202.84		ladder
8/6/2017		450897	392.00	392.00		misc supplies
8/16/2017		455791	247.79	247.79		storage box
8/26/2017		1034357	425.49	425.49		misc supplies
9/5/2017		459344	425.49	425.49		misc supplies
9/15/2017		461830	816.90	816.90		Fans
9/25/2017		461923	816.90	816.90		Fans
10/5/2017		476476	2,775.99	2,775.99		propane heaters
10/15/2017		476724	226.80	226.80		misc supplies
10/25/2017		495404	134.40	134.40		saw
11/4/2017		475969	281.54	281.54		saw
11/14/2017		81151	402.33	402.33		wheel barrow, tire fill
11/24/2017		82117	52.56	52.56		water cooler and cups
12/4/2017		82513	451.23	451.23		ladders
12/14/2017		25455	125.56	125.56		cord
12/24/2017		84733	291.50	291.50		propane cylinder
1/3/2018		84749	288.75	288.75		propane cylinder
1/13/2018		84819	288.75	288.75		propane cylinder
1/23/2018		85056	288.75	288.75		propane cylinder
7/27/2017		10584	525.00	525.00		heaters
8/6/2017		85097	288.75	288.75		propane cylinder
8/16/2017		85096	288.75	288.75		propane cylinder
8/26/2017		85095	288.75	288.75		propane cylinder
9/5/2017		85098	288.75	288.75		propane cylinder
9/15/2017		85094	288.75	288.75		propane cylinder
9/25/2017		85161	409.50	409.50		heaters
10/5/2017		1/9/06	443.48	443.48		shelves
10/15/2017		71974	1,102.47	1,102.47		3 HP iPaq
10/25/2017		3-1027	557.34	557.34		computer monitor
11/4/2017		6403474999	396.90	396.90		2 way radios
7/27/2017		641013	119.97	119.97		chargers
8/6/2017		655457	113.91	113.91		step ladder
8/16/2017		672858	604.01	604.01		hammerdrill
8/26/2017		679384	589.38	589.38		hammerdrill
9/5/2017		695595	175.57	175.57		sawcat and misc supplies
9/15/2017		700181	364.71	364.71		saw
9/25/2017		703332	155.71	155.71		sawcat
10/5/2017		706673	529.40	529.40		screwgun & sawcat
10/15/2017		711321	373.70	373.70		2 screw guns
10/25/2017		715956	281.11	281.11		hammerdrill kit
11/4/2017		715400	562.21	562.21		hammerdrill x 2
11/14/2017		717167	843.32	843.32		hammerdrill kit
11/24/2017		719607	155.71	155.71		sawcat elec brake
12/4/2017		722960	155.71	155.71		sawcat elec brake
12/14/2017		724363	723.02	723.02		saw and misc supplies
12/24/2017		733796	292.60	292.60		hammer and misc supplies
1/3/2018		740421	302.01	302.01		hammerdrill
1/13/2018		748302	419.37	419.37		nailer and supplies
1/23/2018		756742	404.89	404.89		4 gal tank and drop cord
2/2/2018		757446	120.82	120.82		misc supplies
2/12/2018		766830	429.75	429.75		hammer kit and supplies
2/22/2018		773139	187.74	187.74		screwgun
3/3/2018		779347	1,104.48	1,104.48		elec compressor, nailer,
3/13/2018		780876	457.80	457.80		batteries
3/23/2018		784428	114.45	114.45		2 battery packs
4/2/2018		787105	606.90	606.90		hammerdrill and kit x 2
4/12/2018		787916	156.45	156.45		sawcat
4/22/2018		802439	523.95	523.95		tool combo kit
5/2/2018		876774	413.20	413.20		angle grinders and blades
5/12/2018		889102	208.90	208.90		4 battery packs, 2 Dewalt
5/22/2018		933373	271.95	271.95		tools
6/1/2018		155164	138.92	138.92		hammerdrill
6/11/2018		10491	144.85	144.85		lasermarked set
6/21/2018		1711	1,870.00	1,870.00		video card
7/1/2018		10070	536.63	536.63		install new laptop
7/11/2018		4308045901	1,575.00	1,575.00		monitor
			47,658.32	46,891.11		yard hopper - purchase

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

## **XVIII. Reconciliation between Final Schedule of Values and Job Cost Report**

**Credit due Owner: \$47,546.85**

### **Findings:**

The Construction Manager provided the final schedule of values billed along with the final job cost report. After a review of the reimbursable nature of these components, a final reconciliation of the final schedule of values submitted was undertaken. With the assistance of the Construction Manager's representative, a negative variance was discovered of \$47,546.85 to the schedule of values. The Construction Manager's representative stated in an e-mail dated October 24, 2019 the variance has not yet been credited to the Owner.

CONFIDENTIAL – Examples of Audit Findings (For Illustrative Purposes Only)

**FORT HILL ASSOCIATES, LLC**Item: **Contract Compliance / Close Out (Base Service)****Attachments**

B Pricing.pdf

SECTION VI – Hourly Labor Breakdown to Cost

Proposer Name: FORT HILL ASSOCIATES, LLC

Proposers are required to provide the hourly rate and estimated number of hours that corresponds to the service categories below and totals on the Bidsync pricing page.

Pricing shall include all labor, materials and incidentals to complete contract

The **Hourly Labor Breakdown** data, may be used to determine cost of performing work within the contract scope such as the review of a change order that increases the GMP, as well as the need to increase the number of pay applications due to a construction schedule change. When any such situation occurs, CAO will determine, along with the selected firm and any other effected party, the number of staff and hours required to complete the review.

NOTE: ALL SERVICE TOTALS ARE PER EACH, EXCEPT PAY APPLICATION REVIEW WHICH MUST BE MULTIPLIED BY 24

Construction  
Contract Audit  
Services

Hourly Labor Breakdown

Indicate the number of hours per title per service

Title	Hourly Rate	Base Services				Contract Review	GMP Proposal Review		
		Pay Application Review		Contract Compliance & Close Out					
		# Hrs	Subtotal	# Hrs	Subtotal		# Hrs	Subtotal	# Hrs
Partner/Principle	\$ 200	3.5	700	16	3,200	20	4,000	4	800
Sr Mgr/Mgr	\$ N/A								
Sr. Auditor	\$ 180							16	2,880
Staff Auditor	\$ 160	12.5	2,000	64	10,240				

☐ Add any additional or replacement staff titles as it fits your organization and requirements for this contract.

<input type="checkbox"/>	<b>TOTAL COST PER SERVICE (Must match totals in BIDSYNC)</b>
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

	x24 = \$		\$		\$		\$
16	64,800	80	13,440	20	4,000	20	3,680

Submitted by:

CURT PLYLER  
Name (printed)

2/16/2021  
Date

Curt Plyler  
Signature  
PRINCIPAL  
Title

**FORT HILL ASSOCIATES, LLC**Item: **Contract Review****Attachments**

B Pricing.pdf

SECTION VI – Hourly Labor Breakdown to Cost

Proposer Name: FORT HILL ASSOCIATES, LLC

Proposers are required to provide the hourly rate and estimated number of hours that corresponds to the service categories below and totals on the Bidsync pricing page.

Pricing shall include all labor, materials and incidentals to complete contract

The Hourly Labor Breakdown data, may be used to determine cost of performing work within the contract scope such as the review of a change order that increases the GMP, as well as the need to increase the number of pay applications due to a construction schedule change. When any such situation occurs, CAO will determine, along with the selected firm and any other effected party, the number of staff and hours required to complete the review.

NOTE: ALL SERVICE TOTALS ARE PER EACH, EXCEPT PAY APPLICATION REVIEW WHICH MUST BE MULTIPLIED BY 24

Construction Contract Audit Services

Hourly Labor Breakdown

Indicate the number of hours per title per service

Title	Hourly Rate	Base Services				Contract Review	GMP Proposal Review		
		Pay Application Review		Contract Compliance & Close Out					
		# Hrs	Subtotal	# Hrs	Subtotal		# Hrs	Subtotal	# Hrs
Partner/Principle	\$ 200	3.5	700	16	3,200	20	4,000	4	800
Sr Mgr/Mgr	\$ N/A								
Sr. Auditor	\$ 180							16	2,880
Staff Auditor	\$ 160	12.5	2,000	64	10,240				

☐ Add any additional or replacement staff titles as it fits your organization and requirements for this contract.

<input type="checkbox"/>	<b>TOTAL COST PER SERVICE (Must match totals in BIDSYNC)</b>
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

	x24 = \$		\$		\$		\$
16	64,800	80	13,440	20	4,000	20	3,680

Submitted by:

CURT PLYLER  
Name (printed)

2/16/2021  
Date

Curt Plyler  
Signature  
PRINCIPAL  
Title

**FORT HILL ASSOCIATES, LLC**Item: **Guaranteed Maximum Price Proposal Review****Attachments**

B Pricing.pdf

SECTION VI – Hourly Labor Breakdown to Cost

Proposer Name: FORT HILL ASSOCIATES, LLC

Proposers are required to provide the hourly rate and estimated number of hours that corresponds to the service categories below and totals on the Bidsync pricing page.

Pricing shall include all labor, materials and incidentals to complete contract

The Hourly Labor Breakdown data, may be used to determine cost of performing work within the contract scope such as the review of a change order that increases the GMP, as well as the need to increase the number of pay applications due to a construction schedule change. When any such situation occurs, CAO will determine, along with the selected firm and any other effected party, the number of staff and hours required to complete the review.

NOTE: ALL SERVICE TOTALS ARE PER EACH, EXCEPT PAY APPLICATION REVIEW WHICH MUST BE MULTIPLIED BY 24

Construction  
Contract Audit  
Services

Hourly Labor Breakdown

Indicate the number of hours per title per service

Title	Hourly Rate	Base Services				Contract Review	GMP Proposal Review		
		Pay Application Review		Contract Compliance & Close Out					
		# Hrs	Subtotal	# Hrs	Subtotal		# Hrs	Subtotal	# Hrs
Partner/Principle	\$ 200	3.5	700	16	3,200	20	4,000	4	800
Sr Mgr/Mgr	\$ N/A								
Sr. Auditor	\$ 180							16	2,880
Staff Auditor	\$ 160	12.5	2,000	64	10,240				

☐ Add any additional or replacement staff titles as it fits your organization and requirements for this contract.

<input type="checkbox"/>	<b>TOTAL COST PER SERVICE (Must match totals in BIDSYNC)</b>
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

	x24 = \$		\$		\$		\$
16	64,800	80	13,440	20	4,000	20	3,680

Submitted by:

CURT PLYLER  
Name (printed)

2/16/2021  
Date

Curt Plyler  
Signature  
PRINCIPAL  
Title

**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.

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- 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](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.

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**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 for records 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.

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- 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.

**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.**

**Curt Plyler**  
Authorized Signature

**Principal**  
Title

**Curt Plyler**  
Name (Printed)

**02/16/2021**  
Date

## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), 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 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 bidder 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 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\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**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 of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
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 and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
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 **and** 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 ITB. Violation of the foregoing provision may result in contract termination.

- |     |               |   |
|-----|---------------|---|
| (1) | Business Name | is a <b>Class A</b> 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 <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a <b>Class B</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 <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.                                   |
| (3) | Business Name | is a <b>Class C</b> 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 10 calendar days of a formal request by the City.   |
| (4) | Business Name | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (5) | Business Name | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (6) | Business Name | is considered a <b>Class D</b> 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.   |

BIDDER'S COMPANY: **FORT HILL ASSOCIATES, LLC**

AUTHORIZED PERSON:	COMPANY	<b>Curt Plyler</b>	<b>Principal</b>
		PRINTED NAME	TITLE
SIGNATURE:	<b>Curt Plyler</b>	DATE:	<b>02/16/2021</b>

## 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

**FORT HILL ASSOCIATES, LLC**

Company Name

**Curt Plyler**

Name (Printed)

**02/16/2021**

Date

**Curt Plyler**

Signature

**Principal**

Title

**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.

**Curt Plyler**  
Authorized Signature

**Curt Plyler - Principal**  
Print Name and Title

**02/16/2021**  
Date

**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](http://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) **FORT HILL ASSOCIATES, LLC** EIN (Optional): **56-2605132**

Address: **37 VILLA RD STE 106**

City: **GREENVILLE** State: **SC** Zip: **29615**

Telephone No.: **(864) 274-0992** FAX No.: **(864) 382-3141** Email: **cplyler@forthillassociates.com**

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>
<b>1</b>	<b>01/15/2021</b>				

**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.**

**N/A**

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:

**Curt Plyler**  
Name (printed)

**02/16/2021**  
Date

**Curt Plyler**  
Signature

**Principal**  
Title

Revised 4/28/2020