

**AGREEMENT**

**between**

**CITY OF FORT LAUDERDALE**

**and**

**PERKINS & WILL ARCHITECTS INC**

**for**

**PARKS BOND AND MASTER PLAN DESIGN AND PROGRAM MANAGEMENT**  
**Request for Qualifications (RFQ) Event No. 457-2**

## AGREEMENT

THIS IS AGREEMENT made and entered into this 9<sup>th</sup> day of January, 2025, by and between:

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

and

PERKINS & WILL ARCHITECTS INC, a Delaware corporation authorized to transact business in the State of Florida (hereinafter referred to as "CONSULTANT"), or (individually as "Party" or collectively as "Parties");

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of November 18, 2025, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Design and Implementation Services for the Parks Bond and Parks and Recreation System Master Plan; and

WHEREAS, the CITY issued a Request for Qualifications (RFQ) Event No. 457-2 for continuing professional services for the Parks Bond and Master Plan Design and Program Management; and

WHEREAS, Pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, CITY has formed a Committee to evaluate CONSULTANT'S statement of qualifications and performance data to ensure that CONSULTANT met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2025), as may be amended or revised, and selected CONSULTANT to perform services hereunder; and

WHEREAS, the CONSULTANT is experienced in providing professional services set forth in Exhibit A, Scope of Services, for professional design, public outreach, construction bidding, project management, and construction management services and is willing and able to render services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms

and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated January 9<sup>th</sup>, 2025~~6~~ and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Means services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit A, Scope of Services.
- 1.3 CHANGE ORDER: A written and fully executed order authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.  
  
The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.
- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY ATTORNEY: The chief legal counsel for CITY appointed by the City Commission.
- 1.6 CITY MANAGER: The administrative head of the CITY appointed by the City Commission.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSULTANT: PERKINS & WILL ARCHITECTS INC, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that pay identified amounts to the Contractor for services performed by the Contractor on the Project.

- 1.12 **CONTRACT ADMINISTRATOR**: The Parks and Recreation Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy; all parties may rely upon instructions or determinations made by the Contract Administrator within the defined parameters of this Agreement.
- 1.13 **CONTRACT DOCUMENTS**: Any or all of the following documents: The Solicitation RFQ Event No. 457-2, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Task Orders, Addenda or Amendments and all related documents to the Task Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale RFQ Event No. 457-2.
- 1.14 **CONTRACTOR**: One or more firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 **DEPARTMENT DIRECTOR**: The Director of the Parks and Recreation Department for the City of Fort Lauderdale.
- 1.16 **ERROR**: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer, architect, or both in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS**: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 **NOTICE TO PROCEED**: A written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.
- 1.19 **OMISSION**: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer, architect, or both in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 **ORIGINAL CONTRACT PRICE**: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.

- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY'S discretion.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for CITY through CONSULTANT in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2025) for all or any portion of the Work under this Agreement. The term "Subconsultant" shall include all subcontractors.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in each Task Order to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2  
EXHIBITS

The following Exhibits are attached hereto and incorporated into this Agreement:

1. Exhibit A – Scope of Services

2. Exhibit B – Maximum Billing Rate

ARTICLE 3  
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: General Engineering Services to provide Parks Bond and Master Plan Program Management services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering or architectural firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT'S sole risk.

ARTICLE 4  
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2025), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall

be directed specifically to the Contract Administrator.

ARTICLE 5  
PRIORITY OF PROVISIONS

5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

- First Priority: Approved Change Orders, Addenda or Amendments to all related documents.
- Second Priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.
- Third Priority: This AGREEMENT.
- Fourth Priority: City of Fort Lauderdale Request for Qualifications Event No. 457-2
- Fifth Priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications Event No. 457-2

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

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

ARTICLE 6  
TASK ORDERS

6.1 The Project will be divided into "Tasks."

- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents; and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, bring such performance into compliance with the requirements of this Agreement and the Task Order. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7  
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial term of the Agreement shall commence upon final execution of the Agreement by the CITY and shall expire **TWO (2) YEARS** from that date. The City reserves the right to extend the contract for up to **THREE (3) ADDITIONAL ONE (1) YEAR TERMS** providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the

CITY.

- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8  
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT an amount not to exceed **Three Million Dollars (\$3,000,000) for an initial two (2) year term** as compensation for performing all services under the terms of this Agreement, including any agreed upon Task Order, with three (3) one-year renewal options for an estimated annual renewal amount of One Million Dollars (\$1,000,000) and a potential total aggregate contract amount of Six Million Dollars (\$6,000,000), subject to and contingent upon appropriation of funds and the mutual written consent of the Parties. The hourly rate-billing schedule to be used for services performed under this Agreement and in negotiating each Task Order is attached as Exhibit "B" to this Agreement. This compensation does not include Reimbursables as described in Section 8.3. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. As

described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

## 8.2 METHOD OF BILLING

### 8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same.

The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

## 8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not

withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT'S and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

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

8.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of CITY'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests

CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

#### 8.4 METHOD OF PAYMENT

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

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

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

The City shall make payment to the CONSULTANT through utilization of the CITY'S Purchasing Card (P-Card) Program. The CITY has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the CITY'S P-Card. CONSULTANT will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, CONSULTANT must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the CITY. All costs associated with the CONSULTANT'S participation in this purchasing program shall be borne by the CONSULTANT. The CITY reserves the right to revise this program as necessary.

#### Payment Card Industry (PCI) Compliance:

CONSULTANT 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.

CONSULTANT 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. Failure to produce documentation could result in termination of the Agreement.

### ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the CITY'S Code of Ordinances and applicable City resolutions.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, The Parties agree to use their best efforts to settle disputes. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services provided that the City continues to pay undisputed amounts to the Consultant for services performed.

ARTICLE 10  
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY'S approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or

CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

10.4 The CONSULTANT may be requested to provide the CITY with a list of

recommended, prospective proposers.

- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
  - 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
  - 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
  - 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

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

10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

#### ARTICLE 11 CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of the Contractor.

#### ARTICLE 12 MISCELLANEOUS

##### 12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional

associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

## 12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement or any Task Order issued under this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

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

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

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

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

**12.2.2 Termination for Convenience.** In the event this Agreement or any Task Order issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

**12.2.3 Termination by CONSULTANT.**

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

### **12.3 AUDIT RIGHT AND RETENTION OF RECORDS**

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

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books,

records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

#### 12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

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

CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

#### 12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

## 12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the CITY, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

## 12.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

Adept Public Relations, LLC  
Hines, Inc.  
Langan Engineering and Environmental Services, LLC  
Pacifica Engineering Services, LLC  
Square Edge Inc.

Chappel Group, LLC  
TLC Engineering Solutions, Inc.  
T.Y. Lin International  
Water Design LLC

Shannon Jones, an individual

## 12.8 ASSIGNMENT AND PERFORMANCE

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

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

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 12.9 INDEMNIFICATION OF CITY

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

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend

at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description covered by Section 12.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT. This indemnification clause shall survive the term of this Agreement and any extension thereof.

#### 12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 12.11 INSURANCE

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

Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

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

The following insurance policies and coverages are required:

Professional Liability

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

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

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 general 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 Consultants, subject to the policy terms, conditions, and exclusions.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 37 07 04 Additional Insured – Designated Person or Organization Endorsements or similar endorsements providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City

Ordinance(s).

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

Workers' Compensation and Employer's Liability

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

Consultant waives, and Consultant shall ensure that Consultant'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.

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

Insurance Certificate Requirements

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

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

Such notification will be in writing by registered mail, return receipt requested and addressed to the certificate holder.

In the event the Agreement term or any surviving obligation of Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Consultant shall provide the City with an updated Certificate of Insurance within seven (7) days after the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

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.

The City shall be included as an Additional Insured on all liability policies, with the

exception of Professional Liability and Workers' Compensation and Employer's Liability.

The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation and Employer's Liability insurance policy.

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, FL 33316

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

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

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

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

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement.

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

It is Consultant's responsibility to ensure that any and all of Consultant's independent Consultants and subconsultants comply with these insurance requirements. All coverages for independent Consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all

deficiencies are the responsibility of Consultant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Consultant.

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

#### 12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

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

#### 12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

#### 12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT'S employment.

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

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide

reasonable justification for said removal.

#### 12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 12.17 CONFLICTS

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

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

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

#### 12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit

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

#### 12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 12.20 COMPLIANCE WITH LAWS

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

#### 12.21 SEVERANCE

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

#### 12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

#### 12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 12.25 SOLICITATION AND EXHIBITS

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

#### 12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

#### 12.27 NOTICES

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

To the CITY:

Carl Williams, Director  
Parks & Recreation Department  
City of Fort Lauderdale  
701 S. Andrews Avenue

Fort Lauderdale, Florida 33316  
Telephone: (954) 828-5804  
Email: [CWilliams@fortlauderdale.gov](mailto:CWilliams@fortlauderdale.gov)

With a copy to:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5364

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5037

To the CONSULTANT:

Lawrence Kline, Principal  
Perkins & Wills Architects Inc  
2800 Ponce De Leon Boulevard #1300  
Coral Gables, Florida 33134  
Telephone: (305) 569-1333  
Email: [Lawrence.Kline@perkinswill.com](mailto:Lawrence.Kline@perkinswill.com)

#### 12.28 ATTORNEY FEES

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

#### 12.29 PERMITS, LICENSES AND TAXES

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

#### 12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of

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

#### 12.31 STANDARD OF CARE

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

#### 12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

#### 12.33 EVALUATION

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

#### 12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be

provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

**PURSUANT TO SECTION 558.0035(1), FLORIDA STATUTES (2025), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT IF:**

- a) The contract is made between the business entity and a claimant or with another entity for the provision of professional services to the claimant;
- b) The contract does not name as a party to the contract the individual employee or agent who will perform the professional services;
- c) The contract includes a prominent statement, in uppercase font that is at least 5 point sizes larger than the rest of the text, that, pursuant to this section, an individual employee or agent may not be held individually liable for negligence;
- d) The business entity maintains any professional liability insurance required under the contract; and
- e) Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract.

**12.35 SCRUTINIZED COMPANIES**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as maybe

amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

#### 12.36 PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

CONSULTANT shall comply with public records laws, and CONSULTANT shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### 12.37 INTELLECTUAL PROPERTY

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

#### 12.38 RIGHTS IN DOCUMENTS AND WORK

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

#### 12.39 REPRESENTATION OF AUTHORITY

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

#### 12.40 NON-DISCRIMINATION

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

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

#### 12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

#### 12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

#### 12.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit on a form approved by the City and signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

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

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

CITY

**CITY OF FORT LAUDERDALE**, a Florida  
municipal corporation

By: Rickelle Williams  
RICKELLE WILLIAMS  
City Manager

Date: 1/9/2026

ATTEST:

By: D. R. Soloman  
DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By: Patricia Saintvil-Joseph  
PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney

**CONSULTANT**

**PERKINS & WILL ARCHITECTS INC**, a Delaware corporation authorized to transact business in the state of Florida.

WITNESSES:

C. Bracamonte  
Signature

Celina Bracamonte  
Print Name

Sandra Suarez  
Signature

Sandra Suarez  
Print Name

By: Jose Gelabert-Navia  
JOSE GELABERT-NAVIA  
Vice President

ATTEST:

By: Joelle D. Jefeat  
Secretary

STATE OF Florida :

COUNTY OF Dade :

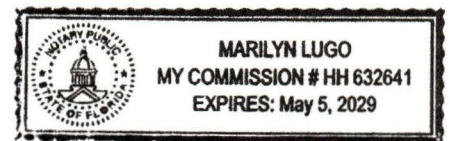


The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12 day of December, 2025, by **Jose Gelabert-Navia**, as **Vice President**, for **Perkins & Will Architects Inc**, a Delaware corporation authorized to transact business in the state of Florida.

Marilyn Lugo  
(Signature of Notary Public - State of Florida)

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

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: driver's license  
6416-421-54-030-0



## **EXHIBIT A SCOPE OF SERVICES**

### **1.1 PURPOSE**

Anticipated services include, but are not limited to, professional design, public outreach, construction bidding, project management, and construction management services for the City of Fort Lauderdale Parks and Recreation Department. The Consultant will play a key role in advancing the development of a high-quality park system through the management and oversight of these programs. The Consultant shall oversee and ensure the technical, economic, and functional consistency of all project components throughout the inception, design, and construction phases. The Consultant will work to meet the City's specific deadlines and needs while ensuring successful implementation of the program. This includes overseeing the development of parcels acquired by the City's Real Estate Consultant for park development in currently underserved and future growth areas.

Construction projects should consider features which address relevant goals and performance measures outlined in the PRSMP. In addition, design should incorporate sustainability features and consider climate issues. This may include but should not be limited to design elements which address water conservation, energy efficiency, lighting installed using dark sky principles, effective recycling/repurposing of solid waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation/resiliency should be considered such as addressing water shedding off the building with increasing rainfall, elevating structures and equipment to avoid flooding impacts, increased requirements for natural or structural shading and cooling associated with recreational activities, enhanced stormwater drainage, expanded electrical panels/enhanced roof structure for current or future installation of solar, electrical conduit in the parking lot for current or future installation of electric vehicle charging stations and review of site elevation in the context of future sea level rise and coastal flooding associated with high tides. Site design should feature Florida-Friendly landscaping which provides wildlife habitat, shading of the structure, expansion of the urban tree canopy, and reduction of urban heat island effects.

### **1.2 PROJECT DESCRIPTION**

The Consultant shall be responsible for the overall coordination and management of the project, including the development of work plans, schedules, and budgets, as well as overseeing project design coordination. Additional responsibilities shall include assisting with the bidding process, negotiating and managing contracts, conducting regular site visits to monitor construction progress, providing value engineering services when needed, reviewing and approving payment requisitions from subconsultants and sub-consultants, and ensuring compliance with project funding and financial projections. The Consultant will also be expected to prepare and submit regular progress reports to City officials, attend meetings with City stakeholders,

neighborhood groups, and the public, and maintain organized records of all project-related documentation, which must be submitted to the City upon project completion. The Consultant shall deliver sustainable and resilient designs and provide services for the construction and renovation of existing parks as well as the development of any newly acquired park land. The scope of work will also include conceptual designs for the City's park system, along with construction cost estimates and a construction schedule that identifies priority segments. These conceptual designs will ultimately serve as the foundation for the final construction and renovation of Fort Lauderdale's entire park system.

The services required may include, but are not limited to:

- Review of existing data, survey of existing site, prepare site opportunities and constraints to develop a concept for strategic project implementation.
- Preparation of all necessary preliminary plans and elevations, renderings, general features including landscape design and details for DRC approval.
- Preparation of all necessary permits for all state, local and environmental agencies including Florida Department of Environmental Protection (FDEP), Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC).
- Preparation final working drawings including engineering calculations and drawings, plans for lighting, drainage and other roadway or streetscape appurtenances.
- Inspect project site and test for soil bearing capacity.
- Recommend and suggest materials, construction and necessary adjustments in landscape architectural design to complement the existing sites in furtherance of the PRSMP as well as the City's Plans.
- Issue and award construction bids.
- Provide construction engineering and inspection in the field and ensure conformity with plans and material specifications. This process may include efforts before and after the construction phase.
- Provide construction management and administration.
- Process request for information submittals, shop drawings, change orders, pay applications, inspection reports and maintain current logs of each.
- Prepare financial data regarding operational expenses.

- Prepare all design and specifications to meet City requirements.
- Provide public outreach including other public information activities.
- Prepare preliminary plans including site plan sketches and elevations, photo-realistic renderings.
- Submissions to Design Review Committee (DRC) to all permitting agencies for approval.
- Final construction documents and permitting, including engineering calculations, drawings and plans for lighting and drainage.

### **1.3 TASKS AND DELIVERABLES**

#### **1.3.1 Task 1.0 – Project Management**

Consultant shall be expected to provide a kick-off meeting, submit progress updates to city staff, and should anticipate meetings with City Management, Parks Advisory Board, and City Commission.

##### **Deliverables:**

- Agendas for each meeting
- Summaries with action items for each meeting

#### **1.3.2 Task 2.0 – Data Collection and Existing Conditions Analysis**

Consultant shall collect and review existing conditions data including but not limited to: ADA compliance; existing studies; landscaping; lighting; existing utilities; locations and existing park furnishings; parking; pedestrian sidewalks; planned infrastructure improvements; and sea level rise projections.

##### **The Consultant shall:**

- Obtain topographical surveys and geotechnical soil surveys as necessary.
- Identify the utility locations within project boundaries (using ground penetrating radar and subsurface utility engineering, or other means, as necessary). Meet with the utility owners to verify locations of utilities.
- Identify lighting, stormwater, water and wastewater improvements.
- Include calculations and modeling to inform stormwater benefits.

- Present the Design Package to project stakeholders and/or City Commission if requested.
- Advise the City as to the necessity of any additional services from other technical professionals.

The City will furnish data including but not limited to: existing plans, information related to zoning and land development regulations, proposed development plans that may impact the parks.

**Deliverable:**

- Catalog of existing conditions documented through a series of maps, diagrams, site photographs, and narratives.

**1.3.3 Task 3.0 – Public Engagement**

The Consultant shall ensure that public communication is clear, straightforward, and easy to understand. The use of infographics, renderings, and other visual aids to simplify complex information and make it more compelling is highly encouraged. It is essential to consider the diverse interests and varying levels of technical understanding among stakeholders when planning the public engagement process, ensuring that consensus can be effectively reached.

Alternative methods for gathering public input, beyond traditional meetings, are strongly encouraged to ensure broad community participation. These methods may include social media engagement, participation in special events, intercept surveys, and other creative approaches.

Park presentations should be designed to collect general input, present conceptual alternatives, and showcase the “preferred” alternative. These presentations will take place in the neighborhoods where the parks are located and may focus on individual parks or groups of parks within the same neighborhood or district.

**Deliverables:**

- Comprehensive Public Engagement Plan.
- Meeting agendas.
- Meeting summaries summarizing the results of all collected surveys, outreach efforts, and other items relevant to the public outreach process.
- Project website.

### **1.3.4 Task 4.0 – Grants**

The Consultant shall continually review available grant funding opportunities in order to identify grants which may potentially be used to leverage Park Bond funds. The Consultant may work with City staff to develop and prepare grant submissions as necessary.

#### **Deliverables:**

- Grant opportunities identified and summarized.
- Preparation of grant deadline, project timeline and development reports.

### **1.3.5 Task 5.0 – Conceptual Design Alternatives**

The Consultant shall develop design concepts for the City's parks based on public input and the collected data. Two preliminary design alternatives will be created through the project stakeholders' engagement process, reflecting the community's vision. Designs must include LEED or similar green building practices to ensure compliance with Florida Statutes 255.2575 energy-efficient and sustainable buildings and other items deemed necessary by the City.

The designs should incorporate innovative, cohesive, and consistently branded park elements that enhance the overall park experience for patrons, while ensuring the inclusion of safe and comfortable pedestrian infrastructure.

#### **Deliverables:**

- Two (2) design conceptual alternatives per park type (Community, Special Use, Large Urban, Neighborhood, School Parks, Urban Open Space).
- Before/after renderings.

#### **1.3.5.1 Task 5.1 - Concept Refinement and Preferred Schematic Design**

Based on feedback received, the Consultant will prepare a conceptual "preferred" schematic design and detailed architectural renderings for parks. This design should show the general locations of design elements including but not limited to: park furnishings, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements.

#### **Deliverables:**

- Detailed architectural renderings of the "preferred" schematic design.

- A memorandum summarizing the process utilized to determine the “preferred” schematic design, including any specific materials, plantings, or other specific elements proposed to be utilized.

### **1.3.6 Task 6.0 – Construction Cost Estimating**

The Consultant shall prepare construction estimates for each design alternate. The cost estimate determined should include the selection of the “preferred” schematic alternative. The cost estimate for the “preferred” schematic design should be broken down by segment so that it may be utilized to inform the segment construction prioritization task. The Consultant should include an economic analysis of the two alternatives and identify any areas that can be value-engineered to produce savings in the project construction cost.

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by Consultant; including an itemization of each of the following:

- Cost of construction including all labor, materials, and equipment required;
- Allowance for construction cost contingencies;
- Regulatory permit fees;
- Allowance for other necessary services, such as testing, to be provided by others;
- Sheet and shoring, by-pass plumbing, videoing inspections, as appropriate;
- Mobilization and demobilizations.

The Estimated Construction Cost shall exclude Consultant’s Fee. The Consultant’s fees shall be provided to the City as a separate item.

Consultant hereby represents to the City that Consultant is aware that City is relying on the Estimated Construction Costs prepared by the Consultant. Consultant further represents that it has the necessary resources and expertise, including a cost analyst, to provide a greater degree of assurance that the bids received for the project will not exceed the Estimated Construction Costs determined by Consultant in the performance of its Professional Services under this Agreement by a factor of more than ten percent (10%) over and above the Estimated Construction Cost at the time that the construction

procurement solicitation is advertised for the project. In the event that the bidding phase has not commenced within four (4) months after Consultant submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by Consultant, as an additional service, to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction bid is ultimately advertised.

In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such circumstances, the City may at its sole discretion, exercise any one or more of the following options:

- Consultant shall be required to amend, at the sole cost and expense of Consultant, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the City;
- Consultant shall be required to provide, at the sole cost and expense of Consultant, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project;
- The City may approve an increase in the Estimated Construction Cost of the project;
- The City may reject all bids or proposals and may authorize re-bidding;
- The City may if permitted, approve a renegotiation of the project within a reasonable time;
- The City may abandon the project and terminate Consultant's Task Order and Services for the project; or

- The City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project.

It is expressly understood and agreed that the redesign services required to keep a project within 10% of the Estimated Construction Cost shall not be considered additional services and Consultant agrees that it shall not seek additional compensation from the City for such redesign services.

**Deliverables:**

- A memorandum summarizing the cost estimation process.
- "Preferred" schematic design planning level cost estimate.

**1.3.7 Task 7.0 – Segment Construction Prioritization**

Prepare a document guiding a construction implementation schedule for the construction phases of the project. This document should be guided by the cost estimating task as well public input, and existing conditions. The document should also take into consideration elevation impacts in the context of future sea level rise and coastal flooding associated with high tides and strategies to minimize the impacts. The document should include any parcels recently acquired by the City and its City's Real Estate consultant for park development.

**Deliverable:**

- Construction implementation schedule as described above

**1.3.8 Task 8.0 - Construction Documents**

The scope of required Professional Services includes the design and development of construction documents. In collaboration with the City, the Consultant shall prepare final construction drawings and technical specifications for review and feedback. Additionally, the Consultant shall prepare and provide bidding documents and assist the City in preparing other related materials. The Consultant shall attend and conduct pre-bid meetings, bid openings, and support the City in evaluating bids or proposals. The Consultant shall issue addenda as necessary to clarify, correct, or amend the bidding documents. Furthermore, the Consultant shall participate in pre-construction conferences, as requested by the City.

- The Engineering design plans should include typical section with hardscape, landscape, irrigation, lighting, pavement markings, and signage. Additionally, if applicable, Storm, water and wastewater utility design must include plan and profile, accurate pipe lengths, type of structures, materials, details, grading, sections and with all supporting calculations; and any associated documents.
- Provide utility conflicts resolution matrix with horizontal and vertical location verification.
- Provide a list of all necessary permits and approvals.
- Schedule of bid items.
- Any amendment to the estimated project construction costs.
- Provide a written response to all the City comments.

### **1.3.9 Task 9.0 – Construction Administration**

The Consultant shall consult with and advise the City and act as Owner's representative on the Project.

#### ***1.3.9.1 - Construction Engineering Inspection***

The scope of services for the Construction Engineering Inspection (CEI) team includes:

##### *1.3.9.1.1 Constructability Review*

The CEI will perform constructability reviews as soon as the design has developed to sufficient detail. Additionally, the Consultant shall identify any areas of the Project that may be adequately value-engineered to produce savings in the construction cost. This constructability review will be near the completion of design and before completing the construction documents with a focus on staging and scheduling of the work concerning the specific site and time constraints. The Consultant shall clearly define procedures for scheduling outages and the feasibility of utility interruptions.

##### *1.3.9.1.2 Construction Engineering Inspection Services*

The selected Consultant shall provide construction, engineering, inspection, and management services, and administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions,

and any other applicable contract document. The scope of services must include but not be limited to:

- Review construction project schedules, maintain construction contract administration files, review and recommend approval of the Consultant's monthly payment requests.
- Lead pre-construction, pre-activity and progress meetings, and provide meeting minutes.
- Inform the City's Contract Administrator of all significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Consultant, and the corrective actions or steps that the Consultant has been directed to perform.
- Attend meetings with the City, Sub-Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project.
- Track project costs to available budget and inform the City if the project cost is expected to exceed allocated project budget.
- Provide inspection services to adequately monitor the project to ensure that testing and inspections are done by contractual requirements, engineering principles, and industry standards for the features of work in question.
- Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to City's Contract Administrator.
- Develop a Quality Assurance Plan for the approval based on Contractor's inspection and testing reports for all inspections and tests performed by the Contractor to ensure that results comply with contract documents, permits, and sound engineering practice.
- Coordinate with the City to facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received.
- Assist the City in resolving claims and disputes.

- Verify that as-built documents are updated.
- Monitor the Contractor's on-site construction activities and inspect materials.
- Prepare Daily an Inspector's Daily Report (IDR) or Daily Report of Construction, and a Quantity book.
- Monitor and inspect Contractor's conformance to the approved Maintenance of Traffic (MOT) plan, SWPP plan and other local and state required permit and regulations including Trench Safety Act.
- Prepare a punch list and provide to the City Contract Administrator.
- Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.

#### **1.3.9.2 Permitting**

The Consultant shall work with awarded construction Contractor to prepare and submit all necessary permits for all state, local and environmental agencies including but not limited to Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward County Surface Water License Permit, Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC). Respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

It is expressly understood and agreed that if the Construction Drawings, Technical Specifications, Supplemental Conditions, etc. are not granted the necessary or appropriate permits or other approvals from the relevant regulatory agencies due to design issues, the revision and/or redesign of the documents to ensure the necessary permits and approvals are granted shall not be considered additional services and Consultant agrees that it shall not seek additional compensation from the City for such redesign services.

The City will pay permit applications fees.

#### **1.3.9.3 Quality Assurance / Quality Control**

The Consultant shall be responsible for the quality control (QC) of their work and that of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the Consultant for their

independent QC review. The City shall only accept submittals for review and action from the Consultant.

The Consultant is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the Consultant and their sub-consultants. It is the Consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the Consultant shall provide the City with a marked-up set of plans and specifications showing the Consultant's QC review. The mark-ups submittals shall include the names of the Consultant's staff that performed the QC review for each component or functional area.

**Deliverables:**

- Awarded construction bids.
- Construction permits obtained as necessary

**1.3.10 Task 10.0 – Final Report**

Prepare a final report that summarizes Tasks 1.0 through 9.0. The report should be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation.

**Deliverables:**

- Final report
- Summary of park grand openings.

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

<b>RFQ No. 457-2 - Parks Bond and Master Plan Program Management</b>	
<b>Prime Consultant: Perkins &amp; Will Architects, Inc.</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Principal	\$ 315.00
Associate Principal	\$ 245.00
Technical Director	\$ 270.00
Sr Project Manager	\$ 216.32
Sr Landscape Architect	\$ 181.16
Sr Project Designer	\$ 185.00
Sr Project Architect	\$ 182.50
Project Designer	\$ 150.00
Project Architect	\$ 173.82
Technical Coordinator	\$ 170.00
Arch III / Designer III	\$ 144.48
Arch II / Design II	\$ 118.44
Arch I / Design I	\$ 98.24
Landscape Arch III / Designer III	\$ 145.36
Landscape Arch II / Design II	\$ 140.38
Landscape Arch I / Design I	\$ 118.16
Administrative	\$ 105.00
Spec Coordinator	\$ 141.00
Spec Writer	\$ 180.00
Intern	\$ 75.00
<b>Subconsultant: ADEPT Public Relations, LLC</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Project Management	\$ 168.71
Creative, Designer, Community Placemaking	\$ 144.48
Communication, Public Outreach, Grant Funding, Ordinances	\$ 155.00
Administrative, document control	\$ 89.78
Accounting/ billing	\$ 89.78

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

<b>Subconsultant: Hines, Inc.</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Principal	\$ 224.97
Civil Engineer, P.E.	\$ 142.51
Senior Design Engineer	\$ 143.21
Project Manager	\$ 175.00
Irrigation Designer	\$ 101.94
Computer Drafting	\$ 100.00
Administrative Support	\$ 75.00
<b>Subconsultant: Langan Engineering and Environmental Services, LLC</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Principal	\$ 260.00
Senior Project Manager/Senior Project Engineer/Geologist/Scientist/Landscape Architect	\$ 232.50
Project Manager/Project Engineer/Geologist/Scientist/Landscape Architect	\$ 180.00
Senior Staff Engineering/Scientist/Geologist/Landscape Architect	\$ 136.23
Surveyor	\$ 120.00
Staff Engineer/Scientist/Geologist/Landscape Architect	\$ 116.42
Senior Environmental Tech	\$ 120.00
Admin Assist/Clerical	\$ 80.00
CAD Tech	\$ 100.00
FL Licensed Asbestos Consultant	\$ 147.33
<b>Subconsultant: Pacifica Engineering Services, Inc.</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
CEI INSPECTOR	\$ 75.19
CEI SENIOR INSPECTOR	\$ 116.86
CONTRACT SUPPORT SPECIALIST	\$ 115.09
SENIOR PROJECT ENGINEER	\$ 194.82
PROJECT ADMINISTRATOR	\$ 150.08

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

<b>Subconsultant: Square Edge, Inc.</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Principal	\$ 224.97
Vice President	\$ 270.83
Project Director	\$ 245.00
Project Manager	\$ 168.71
Sr. Project Manager	\$ 216.34
Assistant Project Manager 1	\$ 130.00
Assistant Project Manager 2	\$ 160.00
Estimator 1	\$ 130.00
Estimator 2	\$ 145.00
Estimator 3	\$ 163.39
Chief Estimator	\$ 189.07
Constructability Reviewer	\$ 200.00
Scheduler	\$ 175.00
Project Engineer 1	\$ 130.00
Project Engineer 2	\$ 187.23
Contract Support Specialist	\$ 115.09
Administrative Support	\$ 84.33
<b>Subconsultant: Shannon Jones - Grant Writer</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Grant Writer	\$ 128.00
<b>Subconsultant: The Chappell Group, Inc.</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Principal	\$ 250.00
Project Manager	\$ 168.71
Senior Project Biologist	\$ 125.00
Project Biologist	\$ 100.00

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

<b>Subconsultant: TLC Engineering Solutions, Inc.</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Director	\$ 224.97
Senior Engineer, Manager	\$ 186.10
Project Engineer, Manager	\$ 150.00
Engineer, Specialist	\$ 135.00
Graduate Engineer, Designer, Administrative Secretary	\$ 107.32
Technician, Secretary, Intern, Clerical	\$ 84.33
<b>Subconsultant: T.Y. Lin International</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Principal	\$ 280.61
Senior Associate	\$ 235.92
Associate	\$ 223.20
Senior Project Engineer	\$ 194.82
Senior Engineer	\$ 175.00
Project Engineer	\$ 141.13
Engineer	\$ 140.00
Senior BIM Technician	\$ 122.55
<b>Subconsultant: WaterDesign LLC</b>	
<b>Job Title</b>	<b>Maximum Billing Rate</b>
Pool Planning and Design	\$ 175.00

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

**TESTING RATES**

<b>Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig</b>		
0 - 50 Foot Depth Interval	\$ 16.00	Per Foot
Grout Boreholes	\$ 5.75	Per Foot
Track/Mud Bug 0-50 Ft	\$ 21.00	Per Foot
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	\$ 400.00	EACH
Half Day Drilling Rate	\$ 1,750.00	EACH
<b>SOIL TESTING</b>		
Field Density/Test (five [5] minimum)	\$ 45.00	EACH TEST
Standard Proctors	\$ 130.00	EACH TEST
Modified Proctors	\$ 130.00	EACH TEST
Limerock Bearing Ratio Test	\$ 425.00	EACH TEST
Atterberg Limit Test	\$ 95.00	EACH TEST
Organic Content Testing		EACH TEST
<b>SAMPLING &amp; TESTING OF FRESH CONCRETE</b>		
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory (Set of 4 Cylinders)	\$ 165.00	EACH
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	\$ 35.00	hour
<b>CONCRETE &amp; MASONRY MATERIALS</b>		
Concrete Compression test (Min. four [4] cylinders per trip) - Prepare cylinders & slump test on site, and deliver to lab	\$ 120.00	EACH
Additional Concrete cylinders with slump	\$ 25.00	EACH
Concrete Compression test only [delivered to lab]	\$ 25.00	EACH
Slump test	\$ 25.00	EACH
Stand-by (Beyond 1 hour on site)	\$ 50.00	hour
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$ 95.00	EACH
2" x 2" - Includes preparation of Cubes on site (Six [6] per set)	\$ 95.00	EACH

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

<b>AGGREGATE TESTING</b>		
Grain size determination:		
A. Full grain size (8 sieves)	\$ 90.00	EACH
B. Wash through (#200)	\$ 60.00	EACH
Sieve Analysis – Course Aggregate	\$ 65.00	EACH
<b>ASPHALT TESTING</b>		
Asphalt Cores (obtaining core samples) (Min. 3)	\$ 200.00	SET OF 3
<b>DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)</b>		
Truck - Mounted Rig (50 Mile Travel)	\$ 520.00	** Per Occurrence
Track - Mounted Rig (50 Mile Travel)	\$ 650.00	** Per Occurrence
<b>VIBRATION MONITORING SERVICES</b>		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone	\$ 2,000.00	PER Month
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone	\$ 600.00	PER week
<b>SITE PREPARATION MONITORING &amp; TESTING</b>		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922) - Minimum of five [5] tests per visit	\$ 60.00	EACH
<b>MONITOR WELL INSTALLATION &amp; TESTING</b>		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	\$ 120.00	Per foot
Environmental (2-inch diameter)* 0 - 25-ft depth	\$ 120.00	Per foot
Well sampling	\$ 165.00	PER HOUR

Request for Qualifications

**RFQ EVENT# 457**

**Parks Bond and Master Plan Program Management**

Pursuant to Section 287.055  
Consultants' Competitive Negotiation Act

**City of Fort Lauderdale**



**Michelle Lemire**  
**PROCUREMENT ADMINISTRATOR**  
**Telephone: (954) 828-6167**  
**E-mail: [MLEMIRE@FORTLAUDERDALE.GOV](mailto:MLEMIRE@FORTLAUDERDALE.GOV)**

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) (“Consultant” or “consultant” or “vendor/firm” or “Proposer” or “proposer” or “Firm”) to provide professional design and project management services for the implementation of the 2019 Parks Bond and Parks and Recreation System Master Plan as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

### 1.2 ONLINE STRATEGIC SOURCING PLATFORM

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

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

### 1.3 Electronic Openings

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

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

### 1.4 Pre-Proposal Meeting

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

### 1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division

Attn: Michelle Lemire– Procurement Administrator  
101 NE 3<sup>rd</sup> Ave, Suite 1650  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5143  
E-mail: mlemire@fortlauderdale.gov

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

**1.6 Debarred or Suspended Bidders or Proposers**

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

**1.7 Prohibition Against Contracting with Scrutinized Companies**

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

**END OF SECTION**

## **SECTION II – GENERAL TERMS AND CONDITIONS**

### **2.1 Addenda, Changes, and Interpretations**

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

### **2.2 Changes and Alterations**

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

### **2.3 Consultants' Costs**

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

### **2.4 Mistakes**

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

### **2.5 Acceptance of Responses/Minor Irregularities**

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

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

## **2.6 Responsiveness**

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

## **2.7 Responsibility**

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

## **2.8 Minimum Qualifications**

Firms shall be in the business of Professional Landscape / Architectural / Civil Engineering Design and Construction, Estimating, CEI and Program Management for at least ten (10) years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must hold current qualification under Florida Statutes Chapter 481 for the practice of architecture or landscape architecture or possess a current certificate as a registered engineer under Florida Statutes Chapter 471 for the practice of engineering. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or demonstrate that they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

**2.8.1** Proposer or principals shall have relevant experience in Professional Landscape / Architectural / Civil Engineering Design and Construction, Estimating, CEI and Program Management. Project manager assigned to the work must have at least five (5) years' experience in Professional Landscape / Architectural / Civil Engineering Design and Construction and Program Management and must have served as project manager on similar projects as indicated in the scope of work.

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

- 2.8.3** Neither Firm nor principals shall have any record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude, or any conflicts of interest that have not been waived by the City Commission.
- 2.8.4** Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise), or have failed to perform faithfully on any previous or current contract with the City.
- 2.8.5** Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service required.

## **2.9 Lobbyist Ordinance**

**ALL CONSULTANTS PLEASE NOTE:** Any consultant submitting a response to this solicitation must comply, if applicable, with Chapter 2, Article VIII, Lobbying Activities, of the Code of Ordinances of the City of Fort Lauderdale, Florida, which can be viewed at [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIIILOAC\\_S2-260INPU](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIIILOAC_S2-260INPU), and City of Fort Lauderdale Resolution No. 07-101, which can be viewed at <https://www.fortlauderdale.gov/home/showpublisheddocument/6038/635514782857730000>.

Copies may be also be obtained from the City Clerk's Office, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

## **2.10 Protest Procedure**

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

**2.10.2** The complete Protest Ordinance may be found at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.11 Public Entity Crimes**

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Consultant shall result in cancellation of the City purchase and may result in Consultant debarment.

## **2.12 Subconsultants**

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

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

## **2.13 Local Business Preference –**

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

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

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

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

### **2.13.2 Definitions**

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

The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2\\_AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)

### **2.14 Disadvantaged Business Enterprise Preference –**

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

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

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

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

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

## **2.15 Insurance Requirements**

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

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

The following insurance policies and coverages are required:

### Professional Liability

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

Consultant must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance

of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### 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 Consultants.

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

#### Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

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

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

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

Consultant waives, and Consultant shall ensure that Consultant'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.

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

#### Insurance Certificate Requirements

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

Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

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

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.

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

The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation insurance policy.

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, FL 33316

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

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

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

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

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

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

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

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

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

## **2.16 Insurance – Subconsultants**

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

## **2.17 Award of Contract**

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The

draft/sample agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

## **2.18 Modification of Services**

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

**2.18.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

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

## **2.19 No Exclusive Contract**

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

## **2.20 Contract Agreement**

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this RFQ.

## **2.21 Contract Period**

The contract term shall commence upon date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for up to three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.

## **2.22 Unauthorized Work**

The successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that a Purchase Order or a Task Order or both shall be issued and provided to the Consultant(s) following Commission award.

## **2.23 Payment Method**

The City shall make payment to the Consultant through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MasterCard and Visa networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Consultant will receive payment from the purchasing card in the same manner as other credit card purchases.

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

## **2.24 Payment Card Industry (PCI) Compliance**

Consultant 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.

Consultant and any subconsultant 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.

## **2.25 Prohibition Against Contingent Fees**

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

## **2.26 Indemnity/Hold Harmless Agreement**

The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract.

### **2.27 Substitution of Personnel**

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

### **2.28 Ownership of Work**

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

### **2.29 Canadian Companies**

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

### **2.30 Instructions**

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

### **2.31 Discrepancies, Errors and Omissions**

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

### **2.32 Non-Discrimination**

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

1. The Consultant certifies and represents that the Consultant offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Consultant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Consultant 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 Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

### **2.33 E-Verify**

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

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any subConsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subConsultant knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Consultant otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subConsultant, and the Consultant shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in Section 2.33, including this subparagraph, requiring any and all subconsultants, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 2.33 in their subcontracts. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

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

**END OF SECTION**

## **SECTION III - SCOPE OF SERVICES**

### **3.1 Purpose**

The City of Fort Lauderdale (City) is seeking qualified consulting firm(s) to provide professional services for the comprehensive management and delivery of the Parks and Recreation System Master Plan and Parks Bond Program. Anticipated services include, but are not limited to, professional design, public outreach, construction bidding, project management, and construction management services for the City of Fort Lauderdale Parks and Recreation Department. The selected Consultant(s) will play a key role in advancing the development of a high-quality park system through the management and oversight of these programs. The selected Consultant shall oversee and ensure the technical, economic, and functional consistency of all project components throughout the inception, design, and construction phases. The Consultant will work to meet the City's specific deadlines and needs while ensuring successful implementation. This includes overseeing the development of parcels acquired by the City's Real Estate Consultant for park development in currently underserved and future growth areas.

Construction projects should consider features which address relevant goals and performance measures outlined in the PRSMP. In addition, design should incorporate sustainability features and consider climate issues. This may include but should not be limited to design elements which address water conservation, energy efficiency, lighting installed using dark sky principles, effective recycling/repurposing of solid waste, increased requirements for HVAC associated with higher average temperatures, and cool roof technology. Aspects potentially associated with climate adaptation/resiliency should be considered such as addressing water shedding off the building with increasing rainfall, elevating structures and equipment to avoid flooding impacts, increased requirements for natural or structural shading and cooling associated with recreational activities, enhanced stormwater drainage, expanded electrical panels/enhanced roof structure for current or future installation of solar, electrical conduit in the parking lot for current or future installation of electric vehicle charging stations and review of site elevation in the context of future sea level rise and coastal flooding associated with high tides. Site design should feature Florida-Friendly landscaping which provides wildlife habitat, shading of the structure, expansion of the urban tree canopy, and reduction of urban heat island effects.

### **3.2 Project Background**

On September 7, 2016, the Fort Lauderdale City Commission voted to approve the Parks and Recreation System Master Plan (PRSMP). The extensive community input gathered during the planning process helped shape a Master Plan that reflects the values and aspirations of the community, guiding the direction, development, and delivery of the City's parks and recreation services. The PRSMP outlines the community's vision for the park system and serves as a blueprint for its future growth.

Community feedback highlighted the importance of park system attributes such as safe, high-quality spaces, accessibility throughout the system, and citywide recognition as a premier place to live, work, play, and raise a family. A strong brand identity is key to making

parks memorable. The PRSMP recommends consistent branding to establish a distinct identity for Fort Lauderdale’s parks, positioning them as destination spaces, models for sustainability and resiliency, and as hubs for social and community engagement.

On March 12, 2019, Fort Lauderdale voters approved a bond referendum to issue General Obligation (“GO”) Bonds, in an amount not to exceed \$200,000,000, to finance the acquisition, construction, renovation and improvement of various parks and recreational facilities. Proposers may access the City’s Parks and Recreation Bond progress and status via the following link: <https://ftlparksprojects.com/>

Proposers are encouraged to be innovative and provide cohesive design and branding ideas and concepts for the parks, reflective of the Fort Lauderdale community and in furtherance of the City’s vision and strategic plan goals and incorporate appropriate elements of the City’s Design and Construction Manual. Proposers may access the City’s vision and strategic plan documents via the following links:

<https://www.fortlauderdale.gov/government/departments-i-z/office-of-management-and-budget/strategy-and-innovation-division/vision-plan>

<https://www.fortlauderdale.gov/government/departments-i-z/office-of-management-and-budget/strategy-and-innovation-division/strategic-plan>

### **3.3 Project Description**

The selected Consultant(s) will be responsible for the overall coordination and management of the project, including the development of work plans, schedules, and budgets, as well as overseeing project design coordination. Additional responsibilities will include assisting with the bidding process, negotiating and managing contracts, conducting regular site visits to monitor construction progress, providing value engineering services when needed, reviewing and approving payment requisitions from subConsultants and sub-consultants, and ensuring compliance with project funding and financial projections. The Consultant(s) will also be expected to prepare and submit regular progress reports to City officials, attend meetings with City stakeholders, neighborhood groups, and the public, and maintain organized records of all project-related documentation, which must be submitted to the City upon project completion.

The selected Consultant will deliver sustainable and resilient designs and provide services for the construction and renovation of existing parks as well as the development of any newly acquired park land. The scope of work will include conceptual designs for the City’s park system, along with construction cost estimates and a construction schedule that identifies priority segments. These conceptual designs will ultimately serve as the foundation for the final construction and renovation of Fort Lauderdale’s entire park system.

Interested firms must demonstrate expertise in landscape architecture, civil engineering, and program management, with a proven history of successfully completing projects of similar scope and complexity for government and/or private clients. Should legal matters

arise after project completion, the selected firm may be required to provide records, depositions, and testimony, with compensation provided on a supplementary fee basis.

The services required may include, but not necessarily be limited to:

- Review of existing data, survey of existing site, prepare site opportunities and constraints to develop a concept for strategic project implementation.
- Preparation of all necessary preliminary plans and elevations, renderings, general features including landscape design and details for DRC approval.
- Preparation of all necessary permits for all state, local and environmental agencies including Florida Department of Environmental Protection (FDEP), Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC).
- Preparation final working drawings including engineering calculations and drawings, plans for lighting, drainage and other roadway or streetscape appurtenances.
- Inspect project site and test for soil bearing capacity.
- Recommend and suggest materials, construction and necessary adjustments in landscape architectural design to complement the existing sites in furtherance of the PRSMP as well as the City's Plans.
- Issue and award construction bids.
- Provide construction engineering and inspection in the field and ensure conformity with plans and material specifications. This process may include efforts before and after the construction phase.
- Provide construction management and administration.
- Process request for information submittals, shop drawings, change orders, pay applications, inspection reports and maintain current logs of each.
- Prepare financial data regarding operational expenses.
- Prepare all design and specifications to meet City requirements.
- Provide public outreach including other public information activities.
- Prepare preliminary plans including site plan sketches and elevations, photo-realistic renderings.

- Submissions to Design Review Committee (DRC) to all permitting agencies for approval.
- Final construction documents and permitting, including engineering calculations, drawings and plans for lighting and drainage.

### 3.4 Tasks and Deliverables

#### **Task 1.0 – Project Management**

Consultant shall be expected to provide a kick-off meeting, submit progress updates to city staff, and should anticipate meetings with City Management, Parks Advisory Board, and City Commission.

##### **Deliverables:**

- Agendas for each meeting
- Summaries with action items for each meeting

#### **Task 2.0 – Data Collection and Existing Conditions Analysis**

Consultant shall collect and review existing conditions data including but not limited to: ADA compliance; existing studies; landscaping; lighting; existing utilities; locations and existing park furnishings; parking; pedestrian sidewalks; planned infrastructure improvements; and sea level rise projections.

The Consultant shall:

- Obtain topographical surveys and geotechnical soil surveys as necessary.
- Identify the utility locations within project boundaries (using ground penetrating radar and subsurface utility engineering, or other means, as necessary). Meet with the utility owners to verify locations of utilities.
- Identify lighting, stormwater, water and wastewater improvements.
- Include calculations and modeling to inform the stormwater benefits.
- Present the Design Package to project stakeholders and/or City Commission if requested.
- Advise the City as to the necessity of any additional services from other technical professionals.

The City will furnish data including but not limited to: existing plans, information related to zoning and land development regulations, proposed development plans that may impact the parks.

##### **Deliverable:**

- Catalog of existing conditions documented through a series of maps, diagrams,

site photographs, and narratives.

### **Task 3.0 – Public Engagement**

The Consultant shall ensure that public communication is clear, straightforward, and easy to understand. The use of infographics, renderings, and other visual aids to simplify complex information and make it more compelling is highly encouraged. It is essential to consider the diverse interests and varying levels of technical understanding among stakeholders when planning the public engagement process, ensuring that consensus can be effectively reached.

Alternative methods for gathering public input, beyond traditional meetings, are strongly encouraged to ensure broad community participation. These methods may include social media engagement, participation in special events, intercept surveys, and other creative approaches.

Park presentations should be designed to collect general input, present conceptual alternatives, and showcase the “preferred” alternative. These presentations will take place in the neighborhoods where the parks are located and may focus on individual parks or groups of parks within the same neighborhood or district.

#### **Deliverables:**

- Comprehensive Public Engagement Plan.
- Meeting agendas.
- Meeting summaries summarizing the results of all collected surveys, outreach efforts, and other items relevant to the public outreach process.
- Project website.

### **Task 4.0 – Grants**

The Consultant shall continually review available grant funding opportunities in order to identify grants which may potentially be used to leverage Park Bond funds. The Consultant may work with City staff to develop and prepare grant submissions as necessary.

#### **Deliverables:**

- Grant opportunities identified and summarized.
- Preparation of grant deadline, project timeline and development reports.

### **Task 5.0 – Conceptual Design Alternatives**

The Consultant shall develop design concepts for the City’s parks based on public input and the collected data. Two preliminary design alternatives will be created through the project stakeholders’ engagement process, reflecting the community’s vision. Designs must include LEED or similar green building practices to ensure

compliance with Florida Statutes 255.2575 energy-efficient and sustainable buildings and other items deemed necessary by the City.

The designs should incorporate innovative, cohesive, and consistently branded park elements that enhance the overall park experience for patrons, while ensuring the inclusion of safe and comfortable pedestrian infrastructure.

**Deliverables:**

- Two (2) design conceptual alternatives per park type (Community, Special Use, Large Urban, Neighborhood, School Parks, Urban Open Space).
- Before/after renderings.

***Task 5.1 - Concept Refinement and Preferred Schematic Design***

Based on feedback received, the Consultant will prepare a conceptual “preferred” schematic design and detailed architectural renderings for parks. This design should show the general locations of design elements including but not limited to: park furnishings, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements.

**Deliverables:**

- Detailed architectural renderings of the “preferred” schematic design.
- A memorandum summarizing the process utilized to determine the “preferred” schematic design, including any specific materials, plantings, or other specific elements proposed to be utilized.

***Task 6.0 – Construction Cost Estimating***

The Consultant shall prepare construction estimates for each design alternate. The cost estimate determined should include the selection of the “preferred” schematic alternative. The cost estimate for the “preferred” schematic design should be broken down by segment so that it may be utilized to inform the segment construction prioritization task. The Consultant should include an economic analysis of the two alternatives and identify any areas that can be value-engineered to produce savings in the project construction cost.

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by Consultant; including an itemization of each of the following:

- Cost of construction including all labor, materials, and equipment required;
- Allowance for construction cost contingencies;
- Regulatory permit fees;
- Allowance for other necessary services, such as testing, to be provided by others;
- Sheet and shoring, by-pass plumbing, videoing inspections, as appropriate;
- Mobilization and demobilizations.

The Estimated Construction Cost shall exclude Consultant's Fee. The Consultant's fees shall be provided to the City as a separate item.

Consultant hereby represents to the City that Consultant is aware that City is relying on the Estimated Construction Costs prepared by the Consultant. Consultant further represents that it has the necessary resources and expertise, including a cost analyst, to provide a greater degree of assurance that the bids received for the project will not exceed the Estimated Construction Costs determined by Consultant in the performance of its Professional Services under this Agreement by a factor of more than ten percent (10%) over and above the Estimated Construction Cost at the time that the construction procurement solicitation is advertised for the project. In the event that the bidding phase has not commenced within four (4) months after Consultant submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by Consultant, as an additional service, to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction bid is ultimately advertised.

In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such circumstances, the City may at its sole discretion, exercise any one or more of the following options:

- Consultant shall be required to amend, at the sole cost and expense of Consultant, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the City;
- Consultant shall be required to provide, at the sole cost and expense of Consultant, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project;
- The City may approve an increase in the Estimated Construction Cost of the project;
- The City may reject all bids or proposals and may authorize re-bidding;
- The City may if permitted, approve a renegotiation of the project within a reasonable time;

- The City may abandon the project and terminate Consultant’s Task Order and Services for the project; or
- The City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project.

It is expressly understood and agreed that the redesign services required to keep a project within 10% of the Estimated Construction Cost shall not be considered additional services and Consultant agrees that it shall not seek additional compensation from the City for such redesign services.

**Deliverables:**

- A memorandum summarizing the cost estimation process.
- “Preferred” schematic design planning level cost estimate.

**Task 7.0 – Segment Construction Prioritization**

Prepare a document guiding a construction implementation schedule for the construction phases of the project. This document should be guided by the cost estimating task as well public input, and existing conditions. The document should also take into consideration elevation impacts in the context of future sea level rise and coastal flooding associated with high tides and strategies to minimize the impacts. The document should include any parcels recently acquired by the City and its City’s Real Estate consultant for park development.

**Deliverable:**

- Construction implementation schedule as described above

**Task 8.0 - Construction Documents**

The scope of Professional Services includes the design and development of construction documents. In collaboration with the City, the Consultant shall prepare final construction drawings and technical specifications for review and feedback. Additionally, the Consultant shall prepare and provide bidding documents and assist the City in preparing other related materials. The Consultant shall attend and conduct pre-bid meetings, bid openings, and support the City in evaluating bids or proposals. The Consultant shall issue addenda as necessary to clarify, correct, or amend the bidding documents. Furthermore, the Consultant shall participate in pre-construction conferences, as requested by the City.

- The Engineering design plans should include typical section with hardscape, landscape, irrigation, lighting, pavement markings, and signage. Additionally, if applicable, Storm, water and wastewater utility design must include plan and profile, accurate pipe lengths, type of structures, materials, details, grading, sections and with all supporting calculations; and any associated documents.

- Provide utility conflicts resolution matrix with horizontal and vertical location verification.
- Provide a list of all necessary permits and approvals.
- Schedule of bid items.
- Any amendment to the estimated project construction costs.
- Provide a written response to all the City comments.

**Task 9.0 – Construction Administration**

The Consultant shall consult with and advise the City and act as Owner’s representative on the Project.

**9.1 - Construction Engineering Inspection**

The scope of services for the Construction Engineering Inspection (CEI) team includes:

**9.1.1 Constructability Review**

The CEI will perform constructability reviews as soon as the design has developed to sufficient detail. Also, identify any areas of the Project that may be adequately value-engineered to produce savings in the construction cost. This constructability review will be near the completion of design and before completing the construction documents with a focus on staging and scheduling of the work concerning the specific site and time constraints. Also, clearly define procedures for scheduling outages and the feasibility of utility interruptions.

**9.1.2 Construction Engineering Inspection Services**

The selected Consultant shall provide construction, engineering, inspection, and management services, and administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document. The scope of services must include but not limited to:

- Review construction project schedules, maintain construction contract administration files, review and recommend approval of the Consultant’s monthly payment requests.
- Lead preconstruction, pre-activity and progress meetings, and provide meeting minutes.
- Inform the City’s Contract Administrator of all significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Consultant, and the corrective actions or steps that the Consultant has been directed to perform.

- Attend meetings with the City, Sub-Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project.
- Track project costs to available budget and inform the City if the project cost is expected to exceed allocated project budget.
- Provide inspection services to adequately monitor the project to ensure that testing and inspections are done by contractual requirements, engineering principles, and industry standards for the features of work in question.
- Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to City's Contract Administrator.
- Develop a Quality Assurance Plan for the approval based on Contractor's inspection and testing reports for all inspections and tests performed by the Contractor to ensure that results comply with contract documents, permits, and sound engineering practice.
- Coordinate with the City to facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received.
- Assist the City in resolving claims and disputes.
- Verify that as-built documents are updated.
- Monitor the Contractor's on-site construction activities and inspect materials.
- Prepare Daily an Inspector's Daily Report (IDR) or Daily Report of Construction, and a Quantity book.
- Monitor and inspect Contractor's conformance to the approved Maintenance of Traffic (MOT) plan, SWPP plan and other local and state required permit and regulations including Trench Safety Act.
- Prepare a punch list and provide to the City Contract Administrator.
- Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.

## **9.2 - Permitting**

The Consultant shall work with awarded construction Contractor to prepare and submit all necessary permits for all state, local and environmental agencies including but not limited to Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward County Surface Water License Permit,

Coastal Construction Control Line (CCCL) Permit and Florida Fish and Wildlife Conservation Commission (FWC). Respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

It is expressly understood and agreed that if the Construction Drawings, Technical Specifications, Supplemental Conditions, etc. are not granted the necessary or appropriate permits or other approvals from the relevant regulatory agencies due to design issues, the revision and/or redesign of the documents to ensure the necessary permits and approvals are granted shall not be considered additional services and Consultant agrees that it shall not seek additional compensation from the City for such redesign services.

The City will pay permit applications fees.

### **9.3 - Quality Assurance / Quality Control**

The Consultant shall be responsible for the quality control (QC) of their work and that of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the Consultant for their independent QC review. The City shall only accept submittals for review and action from the Consultant.

The Consultant is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the Consultant and their sub-consultants. It is the Consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the Consultant shall provide the City with a marked-up set of plans and specifications showing the Consultant's QC review. The mark-ups submittals shall include the names of the Consultant's staff that performed the QC review for each component or functional area.

#### **Deliverables:**

- Awarded construction bids.
- Construction permits obtained as necessary

### ***Task 10.0 – Final Report***

Prepare a final report that summarizes Tasks 1.0 through 9.0. The report should be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation.

#### **Deliverables:**

- Final report
- Summary of park grand openings

**END OF SECTION**

## **SECTION IV – SUBMITTAL REQUIREMENTS**

### **4.1 Instructions**

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

All proposals must be submitted electronically.

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

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

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

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

**4.1.5** All proposals are the property of the City. Subject to certain statutory exemptions, all records made or received by the City in connection with this RFQ, including the Proposer's response to this RFQ, are public records subject to public inspection and copying. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except

to the extent that certain information is, in the City's opinion, a trade secret or otherwise exempt from disclosure or confidential pursuant to Florida law, shall be void. In the event the Proposer submits any documents or other information to the City which the Proposer claims is a trade secret or otherwise exempt from disclosure or confidential pursuant to Florida, the Proposer must clearly indicate that it is asserting that the document or information is exempt from disclosure or confidential. The Proposer must specifically identify the statutory authority for the exemption claimed. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a trade secret or is otherwise exempt from disclosure or confidential. The City's determination of whether an exemption applies shall control, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agents from and against any loss or damages incurred by any person or entity as a result of the City's treatment of any information submitted by the Proposer as a trade secret or otherwise exempt from disclosure or confidential and the City's treatment of any information submitted by the Proposer as public record. Proposals purporting to be subject to copyright protection in full or in part will be rejected. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS OR OTHERWISE CONFIDENTIAL PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFQ AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFQ OR ANY PART OF YOUR RESPONSE TO THE RFQ AS COPYRIGHTED.

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

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.

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

**4.1.7** By submitting a response, Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section 287.133(2)(a), Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 100 pages in one complete pdf document. The 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 response to specific requirements of the RFQ.

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

### **4.2.1 Table of Contents**

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

### **4.2.2 Executive Summary**

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

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

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

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

#### **4.2.4 Qualifications of the Project Team**

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. Providing this information on an organizational chart is recommended. A brief résumé, including education, experience, licenses, and any other pertinent information shall be included for each team member, including subconsultants to be assigned to each project. Explain how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Each résumé should not exceed two (2) pages in length. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

#### **4.2.5 Approach to Scope of Work**

Provide in concise narrative form, your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The Consultant should describe its approach to the project and the technical and design challenges of this scope of work and schedule. The Consultant shall also demonstrate how their experience on projects with similar scope and complexities will be implemented in this project. Specifically, the Consultant shall present the innovative design solutions applied in their previous projects and how these solutions could be incorporated in the City of Fort Lauderdale. Give an overview on your proposed vision, ideas and methodology. As part of the project approach, the proposer shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe

available facilities, technological capabilities and other available resources you offer for the project. Provide examples of ideas / innovative recommendations you may offer.

**This section must include the following:**

#### **4.2.5.1 Project Management**

The prime Consultant should note all relevant experience involving project management services, including planning, implementing and managing projects of a similar scope and complexity within the last five (5) years from the date of this solicitation. The prime Consultant's role in this project will be to demonstrate a supervisory capacity at the Project Manager level or above and ensure that all tasks are successfully completed and delivered on time by the project team. Certification as a Project Management Professional (PMP) is highly valued for this project. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the City.

#### **4.2.5.2 Public Engagement Plan**

Demonstrate and provide a proposed engagement plan which has identifiable community benefits for the community surrounding this Project and the City; benefits may include placemaking, identity branding, sustainability and climate resilience. Proposers are encouraged to be creative in the development of the Public Engagement Plan and the type of benefits their plan is designed to provide. The plan should incorporate outreach in a straightforward, easy to digest manner to obtain the input of park and recreation facility patrons, neighbors, stakeholders, and the overall community through social media, websites, attendance at special events, public meetings, surveys, or other communication methods. The plan must prioritize clarity and simplicity to ensure that all community members can easily understand and participate in the engagement process.

The plan should include the development of a webpage affording the community access to view the progress of the Parks Bond. The webpage should include updates on how Parks Bond dollars are being expended, as well as the development and progress of each park. The webpage should also include project updates and timelines. The site may be interactive to afford the community the ability to post questions and receive timely responses.

The Successful Proposer's Public Engagement Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and the Proposer.

#### **4.2.5.3 Grant Plan**

Proposers are required to submit with their Proposals a plan to identify available grant funding opportunities which may potentially be used to leverage Park Bond funds. Once identified and approved by the City, the selected Consultant may work with City staff to develop and prepare the grant submissions as necessary. Grants

recommended for submission must be coordinated with the development each site in order to meet grant restrictions and deadlines.

The successful Proposer's Grant Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and the Proposer.

#### **4.2.6 Examples of Completed Projects**

Proposers must provide documentation demonstrating Proposer's previous completed projects and ability to satisfy the needs of this City of Fort Lauderdale initiative. Completed projects must be innovative and reflective of Urban Park Design. Proposers are to include sketches or renderings of completed projects, along with detailed descriptions of their innovative qualities.

#### **4.2.7 References**

References should be of projects with similar scope as listed in this RFQ. Provide references for five (5) large parks and recreation system construction design projects. Information should include:

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Project Name
- Description of work.
- Your firm's involvement in the projects
- Year(s) the projects were completed.
- Total cost of the construction, estimated and actual.

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

#### **4.2.8 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.

#### **4.2.9 Subconsultants**

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

## **4.2. Required Forms**

- a. Sample Insurance Certificate**  
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage.
- b. Local Business Preference Certification [if applicable]**
- c. Disadvantaged Business Enterprise Preference Certification [if applicable]**
- d. Non-Collusion Statement**
- e. Non-Discrimination Certification Form**
- f. E-Verify Affirmation Statement**
- g. 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.
- h. Bid/Proposal Certification**
- i. Affidavit of Compliance with Foreign Entity Laws**
- j. Anti-Human Trafficking Affidavit**
- k. Drug Free Certification**

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

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

**END OF SECTION**

## **SECTION V - EVALUATION AND AWARD**

### **5.1 Evaluation Procedure**

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposal as submitted. Evaluation procedures shall be governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (2024), as may be amended or revised. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The Committee shall short list no fewer than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** If the City manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

### **5.2 Evaluation Criteria**

- 5.2.1** In accordance with Section 287.055, Florida Statutes (2024), in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under Subsection 287.055(5), Florida Statutes (2024).

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

**5.2.3 Weighted Criteria**

<u>Criteria</u>	<u>Percentage</u>
<p><b>Qualifications and Experience of Firm / Team</b>  <i>Provide a clear overview of the professional certifications and relevant credentials held by key personnel. Include a comprehensive summary of each team member’s experience in managing or supporting projects of comparable scope, scale, and complexity. Cite specific examples of successfully completed projects, emphasizing delivery within established timelines, budgets, and quality standards. Where possible, highlight measurable outcomes and notable recognitions. Clearly define the roles and responsibilities each individual will hold in the proposed project, demonstrating how their expertise aligns with and supports the requirements outlined in the Scope of Work.</i></p>	<p><b>30%</b></p>
<p><b>Approach to Scope of Work</b>  <i>Detail Firm’s comprehensive understanding of the project’s objectives, requirements, and potential challenges. Include a clear and detailed description of the methodology to be employed in the execution of the Scope of Work, including all anticipated phases of work (e.g., design, permitting, construction, etc.). The methodology should reflect a structured, logical approach aligned with the project’s goals and timelines. Provide information on recent, current, and anticipated future workloads to demonstrate capacity to perform the required work. Include a summary of the firm’s efforts to engage Minority and Women-Owned Business Enterprises (M/WBEs), including specific strategies for participation and compliance with applicable M/WBE goals.</i></p>	<p><b>35%</b></p>

<u>Criteria</u>	<u>Percentage</u>
<p><b>History and Past Performance of the Firm</b>  <i>Detail the firm’s track record of success in achieving the intended outcomes of previous projects. Highlight the implementation of innovative solutions, effective problem-solving strategies, and contributions to long-term project sustainability. Demonstrate the firm’s ability to consistently meet project deadlines and critical milestones without significant delays. Provide references from prior clients who can attest to the firm’s overall performance, quality of project execution, adherence to schedules and budgets, and level of professionalism throughout the duration of the project.</i></p>	<b>25%</b>
<p><b>Communications and Outreach Plan</b>  <i>Provide a comprehensive stakeholder engagement plan for the duration of the contract. The plan shall outline specific methods for soliciting feedback, addressing concerns, and facilitating meaningful community involvement in the decision-making process. Emphasis should be placed on inclusive and accessible outreach strategies designed to engage park and recreation facility users, neighboring residents, key stakeholders, and the broader community.</i></p>	<b>10%</b>
<b>TOTAL</b>	<b>100%</b>

**5.3 Contract Award**

- 5.3.1** The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for the contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

**END OF SECTION**

AGREEMENT

between

**City of Fort Lauderdale**

and

**COMPANY NAME**

for

**Parks Bond and Master Plan Program Management**

**RFQ No. 457**

## **AGREEMENT**

THIS IS AN AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between:

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

and

(**COMPANY NAME**), a \_\_\_\_\_ (company/corporation) authorized to conduct business in the State of Florida, (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of (COMMISSION DATE) authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Parks Bond and Master Plan Program Management, RFQ No. 457, incorporated herein, (the "Agreement"); and

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

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated (**COMMISSION DATE**), 202\_\_\_, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that

CITY pay identified amounts to the Contractor for services performed by the Contractor on the Project.

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

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

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: (CONSULTANT'S NAME), the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Parks and Recreation Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.14 DEPARTMENT DIRECTOR: The Director of the Parks and Recreation Department for the City of Fort Lauderdale.

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

employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.

- 1.24 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.25 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.27 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

## ARTICLE 2 PREAMBLE

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

- 2.1 Pursuant to Section 287.055, Florida Statutes (2024), CITY has formed a Committee to evaluate CONSULTANT'S statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: General Engineering Services to provide Parks Bond and Master Plan Program Management services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

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

ARTICLE 4  
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5  
PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum

or amendment, the Contract Documents shall be construed according to the following priorities:

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications No. 457

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications No. 457

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

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

## ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents;  
and

- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7  
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial term of the Agreement shall commence upon final execution of the Agreement by the CITY and shall expire two (2) years from that date. The City reserves the right to extend the contract for up to three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the CITY.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

- 7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 8  
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.3. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same.

The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

### 8.3 REIMBURSABLES

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

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this

Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.

- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

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

8.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of CITY'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

#### 8.4 METHOD OF PAYMENT

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

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and

request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

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

Payment will be made to CONSULTANT at:

**(CONSULTANT'S ADDRESS)**

## ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

## ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction

Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.

- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
  - CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
  - The CITY may approve an increase in the Estimated Construction Cost of the Project;
  - The CITY may reject all bids or proposals and may authorize re-bidding;
  - The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
  - The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or

- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
  - 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
  - 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be

incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

## ARTICLE 11 CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

## ARTICLE 12 MISCELLANEOUS

### 12.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

### 12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice

from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY'S request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

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

Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

- 12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.
- 12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

### 12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

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

CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

## 12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

## 12.6 PUBLIC ENTITY CRIMES ACT

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

## 12.7 SUB-CONSULTANTS

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

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

The list of sub-consultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

## 12.8 ASSIGNMENT AND PERFORMANCE

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

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

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 12.9 INDEMNIFICATION OF CITY

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

shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

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

## 12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

## 12.11 INSURANCE

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

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

The following insurance policies and coverages are required:

### Professional Liability

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

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

### 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 Consultants.

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

#### Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

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

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

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

Consultant waives, and Consultant shall ensure that Consultant'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.

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

#### Insurance Certificate Requirements

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

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

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

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

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.

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

The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation insurance policy.

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, FL 33316

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

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

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

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

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

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

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

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

#### **12.12 REPRESENTATIVE OF CITY AND CONSULTANT**

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

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

#### **12.13 ALL PRIOR AGREEMENTS SUPERSEDED**

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

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

#### 12.14 CONSULTANT'S STAFF

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

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

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

#### 12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 12.17 CONFLICTS

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

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

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

#### 12.18 CONTINGENCY FEE

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

#### 12.19 WAIVER OF BREACH AND MATERIALITY

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

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 12.20 COMPLIANCE WITH LAWS

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

#### 12.21 SEVERANCE

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

#### 12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

#### 12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United

States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

12.27 NOTICES

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

CITY: Parks and Recreation Director  
City of Fort Lauderdale  
701 S. Andrews Ave  
Fort Lauderdale, FL 33316  
Telephone: (954) 828-5804

With a copy to: CITY Manager  
CITY of Fort Lauderdale  
101 N.E 3<sup>rd</sup> Avenue,  
Suite 2100  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5364

CITY Attorney  
CITY of Fort Lauderdale  
1E Broward Boulevard  
Suite 1600  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5037

CONSULTANT: **NAME**

COMPANY NAME  
ADDRESS  
STATE AND ZIP  
Telephone  
Email:

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

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

### 12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

### 12.33 EVALUATION

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

### 12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

### 12.35 SCRUTINIZED COMPANIES

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

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

## 12.36 PUBLIC RECORDS

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

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a

format that is compatible with the information technology systems of the City.

#### 12.37 INTELLECTUAL PROPERTY

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

#### 12.38 RIGHTS IN DOCUMENTS AND WORK

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

#### 12.39 REPRESENTATION OF AUTHORITY

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

#### 12.40 NON-DISCRIMINATION

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

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

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

#### 12.41 E-VERIFY

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

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

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

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

12.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

12.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

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

**CITY**

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: \_\_\_\_\_  
Rickelle Williams  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form:  
D'Wayne Spence, Acting City Attorney

By: \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

WITNESSES:

COMPANY NAME)., a \_\_\_\_\_  
company/corporation authorized to conduct  
business in the State of Florida,

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by (NAME OF AUTHORIZED OFFICER) as \_\_\_\_\_ (TITLE OF AUTHORIZED OFFICER) for \_\_\_\_\_ (NAME OF COMPANY), a Florida \_\_\_\_\_ (TYPE OF COMPANY) authorized to conduct business in the State of Florida.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**MAXIMUM BILLING RATES**

**ADDENDUM NO. 1**

Request for Qualifications No. 457

TITLE: Parks Bond and Master Plan Program Management

ISSUED: May 9, 2025

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

1. The opening date has been changed to June 9, 2025 at 2:00 p.m. EST
2. The question and answer deadline has been extended until May 28, 2025 at 5:00 p.m. EST.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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

**ADDENDUM NO. 2**

Request for Qualifications No. 457

Parks Bond and Master Plan Program Management

ISSUED: June 9, 2025

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

1. The opening date has been changed to June 23, 2025 at 2:00 p.m. EST

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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

# Executive Summary Report

of

## Event: 457-2 - Parks Bond & Master Plan Design and Program Management

Buyer: MICHELLE LEMIRE

Date Range: 04/23/2025 08:00:00 AM - 06/23/2025 02:00:00 PM

Suppliers Notified: 300

Notified Suppliers 3  
Responding:

All Suppliers 4  
Responding:

### Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachme nt Exists
CES Consultants, Inc.	Rudy Ortiz	954.613.4353	cesinfo@cesconsult.com	Pembroke Pines	FL	0.00	0.00	Yes
Keith and Associates, Inc.	Yazmin Bryant	954-788-3400	marketing@keithteam.com	Fort Lauderdale	FL	0.00	0.00	Yes
Kimley-Horn	Erin Athas	4072333683	florida.marketing@kimley-horn.com	Orlando	FL	1.00	0.00	Yes
Perkins & Will Architects, Inc.	Jesse Lockwood	3055691333	jesse.lockwood@perkinswill.com	Coral Gables	FL	0.00	0.00	Yes

### Event Lines And Responses

continued...

Item	Description	Unit of Measure	Quantity
PARKS BOND PROGRAM MANAGEMENT-	The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm to provide Professional Services for the implementation of the 2019 Parks Bond and the 2016 Parks and Recreation System Master Plan. This Scope of Services outlines the list of services that may be required, as requested by the City which will be authorized by individual task orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineering, architectural design, landscape architecture firms and project managers and for which the firm(s) are experienced, qualified, and able to perform.	DO	1.0000

Contact Alex Torres, atorres@fortlauderdale.gov, 954-828-6231. Please include PO number on all invoices to avoid processing delays. Submit invoices to acctspayable@fortlauderdale.gov.

### Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
CES Consultants, Inc.	1.0000	DO	0.000	0.00
Keith and Associates, Inc.	1.0000	DO	0.000	0.00
Kimley-Horn	1.0000	DO	1.000	0.00
Perkins & Will Architects, Inc.	1.0000	DO	0.000	0.00

## Header Questions And Responses

continued...

QUESTION

Did you complete and attach all the required forms?

**Question Responses**

Supplier	Name	Answer	Send To CM
256	CES Consultants, Inc.	Yes	Yes
1729	Keith and Associates, Inc.	Yes	Yes
2907	Kimley-Horn	Yes	Yes
4791	Perkins & Will Architects, Inc.	Yes	Yes

QUESTION

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

**Question Responses**

Supplier	Name	Answer	Send To CM
256	CES Consultants, Inc.	Yes	Yes
1729	Keith and Associates, Inc.	Yes	Yes
2907	Kimley-Horn	Yes	Yes
4791	Perkins & Will Architects, Inc.	Yes	Yes

QUESTION

Insurance Requirements: Do you meet the insurance requirements of this solicitation? Please upload supporting documentation here. Supporting documentation may include a prior insurance certificate or other evidence listing the insurance companies' name(s) for all coverage required, and the dollar amounts of the coverage - confirming/demonstrating your firm's ability to comply with the insurance requirements of this solicitation.

**Question Responses**

Supplier	Name	Answer	Send To CM
256	CES Consultants, Inc.	Yes	Yes
1729	Keith and Associates, Inc.	Yes	Yes
2907	Kimley-Horn	Yes	Yes
4791	Perkins & Will Architects, Inc.	Yes	Yes

continued...

QUESTION

The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Proposer. This is an exhibit only and not needed as part of your initial proposal.

**Question Responses**

Supplier	Name	Answer	Send To CM
256	CES Consultants, Inc.	Yes	No
1729	Keith and Associates, Inc.	Yes	No
2907	Kimley-Horn	Yes	No
4791	Perkins & Will Architects, Inc.	Yes	No

**Q And A**

Supplier	Question	Answer
Kimley-Horn	The current submission due date is listed as 5/26/25, which is Memorial Day. Is this correct?	Refer to addendum No. 1.
CES Consultants, Inc.	Will the City extend the submittal deadline by 2 weeks? It is currently due on Memorial Day, Monday, May 26 (when the City will be closed), and many staff and subconsultants have vacation planned during the proposal preparation period.	Refer to addendum No. 1.
CES Consultants, Inc.	Page 31 of the solicitation states: "The City prefers that responses be no more than 100 pages in one complete pdf document." Please confirm this does not include covers, tabs, and required forms.	Confirmed. Covers, tabs, and required forms are not included in the page count.
CES Consultants, Inc.	Please see attached question regarding the Construction Estimate Validity Period.	The City will not consider alterations to the standard contract language at this time.
CSA Central, Inc.	Does the City of Fort Lauderdale require the services of a Program Manager to include a Design Team per this RFQ?	Yes, the selected Program Managers should include a design, permitting and construction services team.

continued...

Supplier	Question	Answer
CSA Central, Inc.	Does the RFQ ask for a full team of professionals under a Program Manager to be submitted to include but not be limited to Program Manager, Design Team, Project Management, Construction Management, Procurement, Funding and Insurance Professionals	Yes.
CSA Central, Inc.	Will design services be required by a design team that is part of the Program Management Team? Or will design services be procured and managed separately by the Program Manager.	Design services will be required from a design team that is part of the Program Management team.
CSA Central, Inc.	Will the entirety of the 2016 Parks and Recreation System Master Plan be executed by the Program Manager as is?	Yes.
CSA Central, Inc.	Will the City require, through this RFQ, that the Program Manager and team enhance the 2016 Parks and Recreation System Master Plan, including design and public engagement?	Yes.
CSA Central, Inc.	Will the scope of work be limited to parks and exterior park elements and/or areas or will buildings at the parks be redesigned, redeveloped, demolished and/or rebuilt?	The scope will include all parks elements included in the 2016 Parks and Recreation System Master Plan and others. New exterior and building elements are part of the referenced master plan.
CSA Central, Inc.	According to the Fort Lauderdale Parks Bonds website and data, Phase 1 of the program included 39 parks. Has the construction for these 39 parks been completed?	Some of them have started and finished, others are in planning, design, permitting and or construction. The Parks Bond website gets updated once a month so the scope and status of each park can be viewed.
CSA Central, Inc.	What phase(s) of the 2016 Parks and Recreation System Master Plan will the Program Manager be overseeing?	The selected Program Managers will be involved in all current and upcoming phases, depending on each parks need.
CSA Central, Inc.	Will this RFQ encompass all parks in Fort Lauderdale?	This RFQ encompasses all parks included on the 2016 Parks and Recreation System Master Plan and/or any other park later approved by the Commission.
CSA Central, Inc.	Will there be additional funding and development available beyond the scope of work and budgets outlined in the Parks Bond?	Some parks might have additional budget funding contingent on other funding sources.
CSA Central, Inc.	Are the Parks Bonds budgets listed online accurate and representative of the budgets in place overall and for each individual park that the Program Manager will work with?	Yes, the Parks Bond website gets updated once a month so the scope and status of each park can be viewed.

continued...

Supplier	Question	Answer
CSA Central, Inc.	How many parks will be managed through this specific RFQ and under the Program Manager?	The City hasn't defined how many parks will be assigned to the selected firms nor the extent on each park scope for a firm. For example, a firm may be managing the outreach and planning components, another firm may prepare the design and permitting and another may be the CEI for a specific project. City staff will determine that in a case-by-case basis.
CSA Central, Inc.	What is the full budget for these parks projects?	Refer to the Parks Bond website for the most recent budget figures for each park covered by the bond program.
CSA Central, Inc.	Can a map of the parks included in this RFQ be provided to assess the park typologies, locations and their districts?	Refer to the Parks Bond website to review each park's location and site plans with the proposed work and amenities.
CSA Central, Inc.	What percentage of the 2019 Parks Bond will be allocated to the scope of this RFQ?	City staff hasn't established a hard fixed percentage from the 2019 Parks Bond total to this specific RFQ. The city will contract with multiple firms and, depending on individual park's scope and needs, city staff will select and negotiate with the firm(s).
CSA Central, Inc.	Has Fort Lauderdale established park guidelines or standards to inform new park improvements?	Some amenities have standards and others don't. We will provide the selected firms those details at the time a design task order is negotiated.

## Line Comments

Item	Title	Comment
PARKS BOND PROGRAM MANAGEMENT-	Requisition Line Comment	The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm to provide Professional Services for the implementation of the 2019 Parks Bond and the 2016 Parks and Recreation System Master Plan. This Scope of Services outlines the list of services that may be required, as requested by the City which will be authorized by individual task orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by

continued...

---

Item	Title	Comment
		engineering, architectural design, landscape architecture firms and project managers and for which the firm(s) are experienced, qualified, and able to perform.
		Contact Alex Torres, atorres@fortlauderdale.gov, 954-828-6231. Please include PO number on all invoices to avoid processing delays. Submit invoices to acctspayable@fortlauderdale.gov.

**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 a condition precedent to the effectiveness of this Agreement, 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 (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent 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 (2023), 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 (2023), 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 (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

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

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

**PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](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.

**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.
- 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 CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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.

## 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 ITB, 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 CH2 AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)

**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 price 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) \_\_\_\_\_ 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.

Business Name

(2) \_\_\_\_\_ 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.

Business Name

(3) \_\_\_\_\_ 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.

Business Name

(4) \_\_\_\_\_ 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.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) \_\_\_\_\_ 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.

Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME
SIGNATURE
DATE

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' 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 disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

**NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

**NAME**

**RELATIONSHIPS**


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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

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

**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 the credit card 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

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

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) 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 DBE (**section 1.09 of General Conditions**):

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**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.

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

— City of Fort Lauderdale

# **Parks Bond and Master Plan Program Management**

**June 23, 2025**

**RFQ EVENT #457**

**Perkins&Will**

2800 Ponce De Leon Blvd., #1300  
Coral Gables, FL 33156



**Huizenga Park**  
Fort Lauderdale, Florida



# Contents

**01. Table of Contents — 02**

**02. Executive Summary — 04**

**03. Firm Qualifications and Experience — 08**

**04. Qualifications of the Project Team — 19**

**05. Approach to Scope of Work — 51**

**06. Examples of Completed Projects — 63**

**07. References — 86**

**08. Minority/Women (M/WBE Participation) — 88**

**09. Subconsultants — 92**

**X. Required Forms — 102**

**Page count does not include covers, tabs, or required forms.**

**Tab 2.**

# **Executive Summary**

# A new, high-quality parks system for Fort Lauderdale.

## Our Understanding of your Goals.

The City of Fort Lauderdale is continuing to advance its Parks Bond program to improve community parks identified in the 2016 comprehensive parks and recreation system master plan (PR SMP). The \$200 million investment in park improvements to over 90 different community parks will result in a world-class sustainable and resilient park system that responds directly to identified community needs and priorities.

To guide this work, we will implement a Living Design Park Framework—a holistic, systems-based approach to park planning that responds to the challenges of climate change, social dynamics, and environmental stewardship. By integrating sustainability principles with social and environmental objectives, we will deliver a set of individual park projects that prioritize community health, equity, and inclusion, while creating a regenerative public spaces that supports the natural environment and benefits future generations of park users.

Our proposed team shares the City of Fort Lauderdale’s enthusiasm to translate ideas into reality-based, implementable projects, and respond to future management and operational needs. To meet the specific needs of this project, we have assembled a talented and experienced team of landscape architects, engineers, ecologists, program managers, and technical experts that have been working for decades on the most complex, ground-breaking park planning and design projects in the region and around the nation.

Our project team will be led by **Perkins&Will**, with our Miami studio serving as the primary lead and contracting office for this project. Perkins&Will leadership for this project include:

- Angel Suarez, Design Principal
- John Slack, Managing Principal
- Sandra Suarez, Project Manager and day-to-day contact
- James Phillips, Landscape Project Manager.

Our team will also be comprised of the following partner firms that bring relevant experience to this project that will support equitable and implementable outcomes:

Consultant Team	Discipline	Location
<b>Square Edge</b>	Construction Management, Pre-Construction Services, Cost Estimating	Miami, FL
<b>Langan Engineering</b>	Civil Engineering, Open Space Design, Geotechnical Engineering	Miami, FL
<b>TLC Engineering</b>	MEP/FP Engineering	Miami/Deerfield Beach, FL
<b>TY Lin</b>	Structural Engineering	Fort Lauderdale, FL
<b>Pacifica</b>	CEI Services	Delray Beach, FL
<b>Adept</b>	Public Engagement	Fort Lauderdale, FL
<b>Shannon Jones</b>	Grant Writer	Miami, FL
<b>Chappell Group</b>	Environmental Engineering	Pompano Beach, FL
<b>Water Design, LLC</b>	Pool Design	Belleair, FL
<b>Hines</b>	Irrigation	Fort Collins, CO

Our recent experience collaborating with the Langan, Chappell Group, Silman/TyLin, and TLC on the Huizenga park project provides a good example of how we were able to deliver a return on the community’s investment of time and resources and blend the skills of our team’s broader design and planning expertise to deliver a master plan that the community embraced as a critical guideline for future park improvements.

Many of our projects focus on multiple sites concurrently. They resolve the distinct social and environmental challenges of parks and open spaces. They enable lifelong health, wellness and recreation programs – both active and passive - within the communities they serve. Our local and national expertise and knowledge gives us a comprehensive understanding of demographic trends and sustainable approaches to deliver inspiring, resilient, and adaptable communal spaces. Our detailed design recommendations will be inspiring, fundable, feasible, functional, and maintainable.

## Executive Summary

Our attached response to your Request for Qualifications includes the following information

- Team qualifications and relevant project experience
- Our overall approach to the proposed scope of work
- Approach to project management,
- Public engagement plan
- Approach to grants and alternate funding sources
- Completed projects and references.

We are excited for the opportunity to rethink what an equitable and resilient park system can be and ready to collaborate with the City of Fort Lauderdale and project stakeholders. Our team has the capacity and dedicated resources necessary to complete this project according to your schedule and we are ready to get started immediately. If you have questions about our proposal or require further information, do not hesitate to contact me. On behalf of our entire team, we look forward to working with you on this project!



**Jacksonville Landing/Northbank Lawn**  
Jacksonville, Florida

## Perkins&Will Background

**We believe that design has the power to make the world a better, more beautiful place.**

That's why clients and communities on nearly every continent partner with us to design healthy, happy places in which to live, learn, work, play, and heal. We're passionate about human-centered design, and committed to creating a positive impact in people's lives through sustainability, resilience, well-being, diversity, inclusion, and research. In fact, Fast Company named us one of the World's Most Innovative Companies in Architecture. Our global team of 2,700 creatives and critical thinkers provides integrated services in architecture, interior design, landscape architecture, and more.

Founded in  
**1935**

Studios  
**32**

Total Staff  
**2700+**



### Areas of Practice

Architecture

Branded Environments

Civic and Cultural

Corporate and Commercial

Corporate Interiors

Health

Higher Education

Hospitality

K-12 Education

Landscape Architecture

Planning and Strategies

Science and Technology

Sports, Recreation, and Entertainment

Transportation

Urban Design

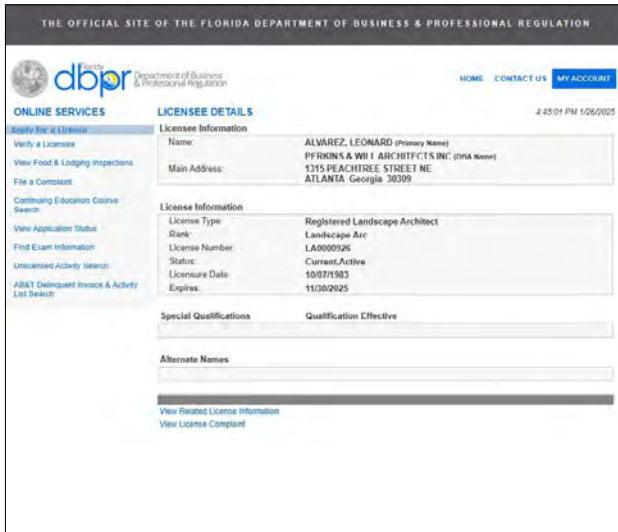
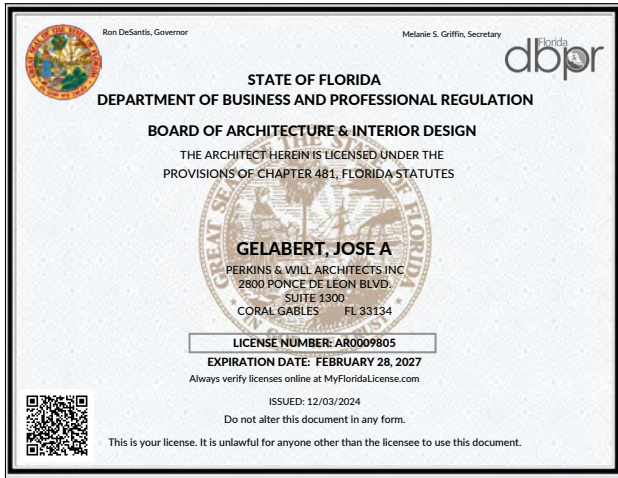
### Our Miami Studio

Established in 1996, with projects in more than 25 cities and 12 countries, the studio is an award-winning and internationally recognized practice that delivers transformational design services throughout Florida, Latin America, and around the world. With a multi-lingual, multi-cultural, international staff, it is one of the firm's most diverse offices, and proudly maintains client relationships that transcend geographic, cultural, and linguistic borders.

**Tab 3.**

**Firm  
Quals &  
Experience**

## Minimum Requirements



# State of Florida Department of State

I certify from the records of this office that PERKINS & WILL ARCHITECTS INC is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 29, 1972.

The document number of this corporation is 829284.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 29, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of April, 2025



*[Signature]*  
Secretary of State

Tracking Number: 9037226189CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

As of 2021, the state of Florida has eliminated Certificates of Authority to practice for firms. The license of Perkins&Will Principal, Jose Gelabert-Navia, represents the firm's active registration in architecture and Principal, Leo Alvarez represents the firm's active registration in landscape architecture.

Perkins&Will has been licensed to perform architecture and landscape architecture services for over 10 years in the State of Florida. The Miami Studio has been in continuous operation in Florida since 1996. Perkins&Will, as a firm, has been providing architectural services for 90 years.



The Miami Studio of Perkins&Will



**Name and Website**

Perkins&Will  
<https://perkinswill.com>

**Business Structure**

Perkins&Will is a  
Delaware corporation.

**Contact Information**

Sandra Suarez  
[sandra.suarez@perkinswill.com](mailto:sandra.suarez@perkinswill.com)  
305.777.9526

**Sustainable Business Practices**

Our ESG framework aligns with key performance indicators defined by the Global Reporting Initiative. We hold ourselves accountable to leading with integrity, purpose, and care for people and the environment

[Read the Report.](#)

**Best Sustainable Firm**

Architizer A+ Awards, 2024

**Firm of the Year**

Planet Positive Award,  
Metropolis, 2022

**Brand that Matters**

Fast Company, 2021

**Firm Qualifications and Experience**

**We're a global collective of landscape architects, designers, and changemakers. We aspire to create places where humanity thrives in harmony with nature.**

At Perkins&Will, we believe public spaces are essential to vibrant, connected communities. These spaces bring people together and provide opportunities for recreation, interaction, and shared experiences. Founded on the belief that **design has the power to make the world a better place**, we integrate ecological and social considerations to create spaces that **foster connection** and **create a sense of place**. We bring world-class planning and design that balances community input with achievable, implementable outcomes. Clients appreciate our mix of big-firm resources combined with a local and familiar team dedicated to true partnership, ensuring your vision is thoroughly realized.

**Our strength is creative listening. Our love is city building**

*Some firms call them opportunities. We call them moments that stir the soul.*

As planners and designers, we at Perkins&Will refuse to leave inspiring moments to chance. We pour our expertise, our research, and the diversity of our talent into making the extraordinary part of business as usual. We see our clients and their communities as partners in good design and participants in shaping the built environment. We strive in turn to earn trust as we work to achieve a community's aspirations—right now and in the future. Our aim is always to create places that elevate the way we live.



Atlanta BeltLine: 2024 ASLA Award of Excellence in Urban Design

We bring extensive experience in regional park planning projects across Florida and beyond, applying lessons learned to create a well-informed plan for Fort Lauderdale. Below is an abridged list of projects that are relevant to yours. More details on these projects can be found beginning on page 64 of our qualifications.



**East of the River Park Master Plan (ERPMP)**

The ERPMP documents the vision for 33 parks as well as a Regional Trail facility that is linked to the system, the Grand Rounds Missing Link.



**Atlanta Beltline**

Celebrated as a national model for smart growth, the Atlanta BeltLine transforms a 22-mile industrial railroad corridor into a public greenway.



**Upper Harbor Terminal Park & Trail**

Spanning 19.5 acres of the development, UHT Park is designed to provide equitable access to the river and enrich the community.



**Orlando Packing District**

The master plan layers old and new: through architecture and open space, materials and textures, and the interplay of wide and narrow spaces.



**Fair Park Master Plan**

Home of the Texas State Fair, the plan provides key recommendations for the master plan focus on resilience, regeneration and equity by creating new greenspaces on former parking lots.



**PROJECT SPOTLIGHT**

**Huizenga Park Fort Lauderdale**

The design aims to thread the proverbial needle around the canopy of mature trees, river adjacency, and legacy fountain creating a high-performance urban landscape. The transformation repositions the dated underutilized park as a dynamic engine of economic investment, social vitality, and source of pride and enhanced cultural identity for the citizens of Ft. Lauderdale, Florida.

The principles of Living Design are embodied throughout the composition of this newly invigorated public space design. Biodiversity has been increased by 250%, the amount of shade by 216%, circulation/exercise opportunities by 146%, and programmatic range by 350%.

# Design for all Life.



## Living Design

Since 1935, we've been on a mission to create beautiful spaces that inspire. To respect and restore our natural world. To foster feelings of belonging and holistic well-being in the built environment. To relentlessly pursue knowledge and innovation.

As the world grapples with increasingly complex social issues, climate challenges, and threats to biodiversity, we're turning our aspirations into action. Through a holistic approach we call Living Design, we treat every project as an opportunity to make the world a better, healthier place.

↑

The Living Design Framework empowers—and challenges—us to apply our values to the specific context of a given project. When we are intentional in allowing each driver to shape our work, we uncover purpose-driven design solutions and achieve something greater: Living Design. Our approach to Living Design fully embraces the mission of the International Living Future Institute, whose values we share and best practices we employ.

## Our Approach

For the City of Fort Lauderdale Parks Bond and Master Plan Program Management project, Living Design will be the philosophy that guides our work. We will carefully evaluate every park through seven lenses, or design drivers: Poetics & Beauty, Conceptual Clarity, Research & Innovation, Technology & Tectonics, Community & Inclusion, Resilience & Regeneration, and Health & Well-being.

## The Living Design Framework

Our design drivers are carefully crafted to best serve our clients and the whole of life: that is, every living species and the habitats they depend on. Each driver is measured by key performance indicators that assess qualitative or performance-based impact. By being more intentional in our process and purposeful in our outcomes, we're doing our part to create a healthier world.

## Beyond Sustainability: Regenerative Design

We are pioneers of the sustainability movement. From carbon leadership and energy reduction to building transparency and healthy materials, our collective achievements have been recognized over the decades with dozens of industry accolades. Most recently, Architizer named us the 2023 [Best Sustainable Firm](#), and Metropolis recognized us as [Firm of the Year](#) in its 2022 Planet Positive Awards. We've earned a reputation for making design greener.

For your project, we will push beyond sustainability toward regeneration—toward a Fort Lauderdale community that's flourishing with life, abundant with nature's beauty, ecologically diverse, and continuously self-healing. We simply won't settle for a city/state/planet that's "less bad" than it was yesterday; we strive for good, always. And we'll settle for nothing less than a world that's safe and enduring.

It all starts with Living Design.

## Design Drivers

### Poetics & Beauty

Enduring design that is aesthetically moving and imbued with meaning.

### Conceptual Clarity

Context, design intent, and reasoned position.

### Research & Innovation

Exploration and discovery that lead to new knowledge, pushing beyond the limitations of today to solve the most complex problems of tomorrow.

### Technology & Tectonics

The seamless assembly of the many disparate parts of a built environment into a cohesive, elegant, and well-crafted place.

### Community & Inclusion

Empathy and compassion nourish our culture of justice, equity, and bring diverse voices to the process. Design has the power to touch lives, make memories, and bring people together around a common vision.

### Resilience & Regeneration

Design solutions that protect, restore, and enhance the functioning of natural systems and a diversity of life—a must in a rapidly changing world with finite resources.

### Health & Well-Being

Design that promotes physical, mental, emotional, and social vitality for life in all its many forms, resulting in a thriving and diverse ecosystem.

## Firm Qualifications and Experience

### Fort Lauderdale DDA

1212 Lincoln, LLC  
Adler Development  
Air Jamaica  
Alexandria STN, LLC  
Alexion Services Latin America, Inc.  
Alliance Companies  
Allied World Assurance Company, LTD  
American Airlines  
American Express  
American International Group (AIG)  
Archimedean Academy  
Argent Advisors LLC  
Argent Ventures  
Atlanta Public Schools  
Atlantic Star Limited  
Avenues World Holdings, LLC  
Avison Young  
Azze Architects  
Bacardi USA, Inc.  
Banco Sabadell  
Bank of New York Mellon  
Baptist Health Systems  
Barclays | Barclays Bank  
BDB Miami LLC  
Big Rock Partners  
Bilzen, Sumburg, Baena, Price & Axelrod  
Blanca Commercial Real Estate  
BMK Architects  
Boston Properties  
Bouygues Batiment International  
Bouygues-Americaribe  
Braman Management Association  
Brickell Holdings, LLC  
Broad & Cassel Attorneys at Law  
Brookfield Properties  
Broward County  
Broward County Public Schools  
Broward Health

### City of Sunny Isles Beach

BRP Columbus LLC  
Caldwell Associates  
Cantor Development, LLC  
Cardinal Development  
Carnival Cruise Lines  
Carribbean Technology Center  
Carter & Associates  
CBRE  
CCRD Partners  
Chico's FAS  
Children's Psychiatric Center, Inc.  
CHSP Chicago LLC  
Cisneros Group  
City of Coral Gables  
City of Miami  
City of Miami Beach  
City of Pompano Beach  
City of Sunny Isles Beach  
Clarkson Companies  
Claro Development Corporation  
Cleveland Clinic  
CM Doral Development LLC  
Codina Group, Inc.  
Computer Gallery  
Concept Companies  
Confidential Energy Services Provider  
Coral Beach Hotels & Resorts  
Core Commercial Group  
Core Resources, Inc.  
Corradino Group  
CoStar  
CPC Inc  
Crescent Heights Acquisiton  
Cushman & Wakefield LLP  
Dade County Public Schools  
Dar Al Handasah  
Dart Realty (Cayman) Ltd.  
Davidson Hotel Company  
Decco Limited  
Decor House

### City of Miami Beach

Delray Beach Public Library  
Demida Capital, LLC  
Dendreon Corporation  
Design Continuum  
Downtown Miami Mall, LLC  
Dr. Roth  
DTS 2MC Office LLC  
DYL Group (The)  
E.J. Plesko & Associates  
EDAW  
Edison Schools  
El Centro Regional Medical Center  
ELS Architecture & Urban Design  
Emcare, Inc.  
Envision Physician Services  
Esra Doganci  
European Equities Corporation  
Exeter Properties  
Fair Havens Center  
Family Tree Clinic  
Fawley Bryant  
Federal City Development Partners  
Federal Reserve Bank  
Finser Corporation  
Flagler Development Company, LLC  
FLL Development Enterprise  
Florida Atlantic University  
Florida Department of Health  
Florida East Coast Industries  
Florida Gulf Coast University  
Florida International University  
Florida Memorial College  
Foram Development, LLC  
Foram Group  
Fortress Investment Group | Stiles Development  
Fortress Transportation and Infrastructure Investors | Stiles Development  
FROST  
Fundacion Luis Carlos Sarmiento Angulo

Gainesville Community Redevelopment Agency  
GEMS  
Genentech, Incorporated  
General Growth Properties  
Ghana Hospital  
Global Diagnostics  
Global Equipment Sales Exports LLC  
Globenet  
Goldman Sachs Group, Inc.  
Greystone Healthcare Management  
Grupo Llanera  
Gulf Atlantic Real Estate Companies  
Gulf Coast Hospital  
Gulliver Academy  
Gwinnett Medical Center  
GWL Realty Advisors Inc.  
H. Lee Moffitt Cancer Center & Research Institute  
Harvard Jolly, Inc.  
HBO Latin America Group  
Hillel  
Hines Development  
Holland & Knight  
Holliday Fenoglio Fowler, L.P. (HFF)  
Holly Sime Realty  
Hometown Station Ltd. for General Part.  
Hospital Metropolitano  
Hospital Universitario San Vicente de Paul  
IHAC (International Hospitality America)  
Ing Jose Antonio Torres Medina  
Ingenieria Estructural  
Intel Health Group  
International Design Partnership  
International Schools Services (ISS)  
Is Gyo  
Isidora 23 Inmobiliaria

**City of Miami**

**City of Coral Gables**

**City of Sunrise**

IVF Florida Reproductive Associates  
 J. Milton & Associates  
 Jackson Health System  
 Jones Lang Lasalle  
 Jorge E. Toro  
 JPC Architects  
 JSC Gakyeong Architects  
 Kaufman Lynn Construction  
 KPFF Consulting Engineers  
 Lake Nona Management Company  
 Lansing Melbourne Group  
 LASALLE PARTNERS  
 LEO BURNETT USA  
 Lillibridge Health Trust  
 Lincoln Road Owner, LLC  
 L'Oreal Brazil  
 Luis Carlos Sarmiento Angulo Foundation  
 Lyford Cay Hospital  
 Mac Companys  
 Marcon Central (GP) Ltd.  
 Marriott Hotels & Resorts Worldwide, Inc.  
 Marriott International  
 Marsh & McLennan Companies  
 Martin Madorsky  
 Mary Brickell Village Owner, LLC  
 Matrix Athletic Club  
 Maysville, Inc.  
 McCarthy Construction  
 Medical Collective LLC  
 Medical Institute for Age Management  
 Mellon United National Bank  
 Mercedes Benz  
 Mercy Medical Center  
 Merrick View Holdings, LLC  
 MIA BL Hotel Partners  
 Miami Beach Community Development Corporation  
 Miami Children's Hospital  
 Miami Dade College

Miami Downtown Development Authority  
 Miami International Airport  
 Miami Jewish Home and Hospital for the Aged  
 Michael-Ann Russell Jewish Community Center  
 Microsoft  
 Midtown Group  
 Millennium Partners  
 MK Real Estate Group, Inc.  
 Mount Sinai Health System  
 MTN Satellite Communications  
 Mundo Enterprises, LLC  
 Museum of Contemporary Art  
 MYRICK  
 Nazarbayev University  
 NEF  
 NeoCity  
 NESMA  
 New York University Langone Health  
 Newscycle  
 Nicklaus Children's Hospital  
 North Broward Hospital District  
 Ocean Terrace Holdings LLC  
 Osceola County Office of the Comptroller  
 P.L.C. Real Estate Holdings  
 Pace Academy  
 Palm Bay Community Charter School  
 Pan American School of Bahia  
 PCH Development Co., LLC  
 Pegasus Equities  
 Perkins & Will  
 Perry Ellis International  
 Planet Automotive  
 Plantation 25, LLC  
 Preferred Care Partners  
 Princess Noura University  
 Providence Health & Services

Public Health Trust  
 Publix  
 Ransom Everglades School  
 Related Group of Florida  
 Rhodes+Britto  
 Rocco Vidal  
 Rockefeller Group  
 Rockhill Management, L.L.C.  
 Rockpoint Group, LLC  
 Rouse Company  
 Royal Caribbean  
 Royal Palm Companies, LLC  
 Saint Augustine Prep. School  
 Sandler, Travis, and Rosenberg, P.A.  
 Sanford Burnham  
 San Jose State University  
 Scheck Hillel Community School  
 Schiff Development Company  
 Selim Sahin, Yatirim Direktörü  
 Sembol Development  
 Sencorp Integracion Inmobiliara  
 Simkins-Finvarb Development | Simkins Industries  
 Skanska USA Building  
 Sociedade Albert Einstein  
 Southwest Florida Regional Medical Center  
 SPACE  
 St. Agatha Catholic Church  
 St. James Group  
 St. Jude Children's Research Hospital  
 St. Stephen's Episcopal Day School  
 Steiner Education Group  
 Stiles Development  
 Strategic Properties  
 Sudweeks Development  
 Suffolk Construction  
 Sunny Side Up  
 Superstation Media  
 Swire Properties

T.Y. Lin International  
 TA Realty  
 Telefonica USA, Inc.  
 Temple Beth Am Day School  
 Terra Group  
 Textured Coatings of America, Inc.  
 Thayer Group  
 The Aga Khan University  
 The Dilweg Companies  
 The Urban Group, Inc.  
 TNT Enterprises of Miami, LLC  
 Transwestern Commercial Services  
 TREO Group  
 Trimark Properties  
 UBS Financial Services  
 United Quest Lending, Inc.  
 Unity on the Bay Church  
 University of Florida  
 University of Miami  
 University of North Carolina (UNC)  
 University of North Florida (UNF)  
 University of South Carolina (USC)  
 University of South Florida (USF)  
 University of West Florida (UWF)  
 Urban X  
 US General Services Administration (GSA)  
 Varchitecture  
 Vijosa Laboratorios  
 Village of Merrick Park, LLC  
 WCI Communities  
 Wealth Capital Management, Inc.  
 Westdale Asset Management  
 Wexford Science & Technology LLC  
 Windsor Healthcare  
 Winter Haven Hospital  
 YMCA of Greater Miami  
 Young Harris College  
 ZacZac Properties  
 Zom, Inc.  
 Zubi Advertising

## Past Projects of Similar Size - On Time, On Budget

### Meeting Budget Requirements

Throughout the phases of documentation, we commit to undergo pricing validations to verify that refinement of the design concepts is in keeping with the agreed-upon budget parameters. Construction costs estimates will be prepared during the Schematic Design, Detailed Design, and Construction Drawing phases, ensuring that our final Bid Documents are aligned with the Construction Budget, allowing for alternate scope items that anticipate variations in the bidding process.

During construction, we work closely with Indeed and the GC/CM in the shop drawing process to confirm that the materials and level of craftsmanship that were identified in the Contract Documents.

This also requires close reviews of progress on the site, to identify field conditions that may impact implementation of the design intent. We are proactive in our problem-solving approach, and we are receptive to suggestions from the trades on how best to coordinate installation logistics, understanding that agility is essential to resolving issues in the field before they become problems.

Our team's approach to cost control will involve:

**We will design to the budget.** We are experienced working within a cost envelope and managing scope throughout the design process.

**Preparing detailed construction cost** estimates with the City during each phase, that will be verified at the conclusion of each phase.

**Working with the entire design team to confirm design and scope alignment** so a mutually agreed upon project budget is established early in the process. Collaborative communication throughout the process will allow the budget to remain in alignment through bid and final project cost.

**Anticipating and adapting to fluctuations in bid pricing**, and accommodate potential increases by early identification of value engineering solutions; these may include alternate specifications and/or design details that would simplify constructability logistics without compromising the functional or aesthetic aspects

of the design.

**Reviewing plans at an early stage** with the construction manager to keep the design within the agreed upon budget parameters.

**VE and Altered Specifications.** Should Value Engineering be required as part of the project phases to maintain the agreed budget, Perkins&Will will work with the team to maintain design integrity. Specification alterations are only permissible with the agreement of the consultant team to validate that there are no reductions in aesthetic or performance quality.

### Meeting Schedule Requirements

To successfully maintain the schedule, communication between all team members, is key. Throughout the project duration the Project Manager, Sandra Suarez, will serve as the main point of contact for communication between client and the team. During the various phases of the project, individual team members will be available to answer questions for the portions of the work to which they are most relevant. We incorporate design, budget and client sign-offs at key points during each design phase for scope, design, and cost alignment. If any of these key factors are not in alignment, or do not have client approval, the schedule will be impacted.

We will also leverage technology to improve communication and project delivery. If we utilize BIM, it will also enhance communication capabilities, design visualization, and facilitate design decisions. We are able to make design changes in real time while meeting with the owner teams. During the design process, BIM enables our owners, consultants and designers to effectively communicate possible solutions and ideas. During the design phases, it also provides an accurate interface between the design concept and the technical components of the building. This approach also assists in aligning all team disciplines within each phase.

Our experience with managing and delivering projects on time and on budget is highlighted by these recent Florida-specific park design projects



## FIU Parkview Promenade

Miami, Florida

We conducted a public realm and urban planning study to examine the opportunities to re-establish Overtown as Miami's center for Black culture and honor the people, history, and entrepreneurial character of the pre-sixties community. A robust community engagement effort, one that included current and former Overtown residents, led to the promising objective to create a new cultural and entertainment district anchored by historic 2nd Avenue. It will be highly walkable, scaled for pedestrians, with centralized parking and access to public transportation.

**Size:** ±3 acres

**Agency/Client Name & Contact:** Florida International University / John Cal

**Contact Telephone & Email:** 305-348-4001 / John.Cal@fiu.edu

**Years and Terms of Engagement:** 2018-2022

### Schedule:

- **Design Start:** August 2021
- **Design Completion:** December 2021
- **Construction Start:** January 2022
- **Construction End:** July 2022
- **Summary:** The landscape component was completed within the required schedule as part of the overall project timeline.

### Fee:

- **Construction Budget:** \$645k
- **Final Construction Cost:** \$1.2M
- **Summary:** The final construction cost differed due to additional requests from the client, the main being that the scope of work was expanded. The project was delivered within the adjusted client budget.



## Ft. Lauderdale DDA Huizenga Park

Ft. Lauderdale, Florida

Located in the heart of Downtown's urban core at the SE corner of Las Olas Boulevard Andrews Avenue with direct access to Riverwalk and the beautiful New River, Huizenga Park is at the intersection of art, business, education, and entertainment. Its central location offers natural respite among the bustle and density of Downtown's built environment. Perkins&Will's preliminary design concept for the park features a great lawn, a dog run, interactive play areas, revitalization of the Spirit of Fort Lauderdale fountain, concession space, public restrooms, a restaurant, and more.

**Size:** ±4 acres

**Agency/Client Name & Contact:** FTL DDA / Jenni Morejon

**Contact Telephone & Email:** (954) 463-6574 / jenni@ddaftl.org

**Years and Terms of Engagement:** 2021 - Ongoing

### Schedule:

- **Design Start:** 2021
- **Design Completion:** 2024 est.
- **Construction Start:** Pending
- **Construction End:** TBD
- **Summary:** Currently on Schedule

### Fee:

- **Construction Budget:** \$14M
- **Final Construction Cost:** TBD
- **Summary:** Currently on Budget and estimated to come in at proposed budget.



## Jacksonville Northbank Lawn / Riverfront Plaza

Jacksonville, Florida

Our park design is bold and simple. It is one grounded in time-tested public space typologies, lessons learned on designing other world-class urban parks throughout the world, and a contemporary expression that is uniquely Jacksonville. It is about the people, the river, and the city. The park design is intended to be a catalyst for downtown and the City-at-large that will help to unlock the full cultural and economic potential of the largest City by area in the United States.

**Size:** ±7 acres

**Agency/Client Name & Contact:** City of Jacksonville / Jill Enz

**Contact Telephone & Email:** 904-255-5301 / JEnz@coj.net

**Years and Terms of Engagement:** 2021 - Ongoing

### Schedule:

- **Design Start:** January 2022 for CD
- **Design Completion:** March 2023
- **Construction Start:** 2023
- **Construction End:** TBD
- **Summary:** The schedule has remained in-line with the client's expectations.

### Fee:

- **Construction Budget:** \$24M
- **Final Construction Cost:** \$42M
- **Summary:** The scope of the project increased at the request of the client, the building on site changed from what was originally proposed.

**Project Management Team**

**Our team brings a deep bench of expertise, creativity, and local and national experience.**

Acknowledging Fort Lauderdale’s diverse needs, our selected team and consultants hold trusted relationships with the community and are uniquely qualified to respond to each project aspect, with an emphasis on parks planning and programming, recreation and public space architecture, and thorough, equitable engagement. *All points of contact are based out of the Miami Studio of Perkins&Will.*

**Leadership Team**



**Angel Suarez**  
Design Principal  
Perkins&Will



**John Slack**  
Managing Principal  
Master Planning  
Perkins&Will



**Altamash Khan**  
Program Manager  
Square Edge



**James Phillips**  
Landscape  
Project Manager  
Perkins&Will



**Sandra Suarez**  
Project Manager  
Daily Point of Contact  
Perkins&Will



**Steven Laudati**  
Project Manager  
Civil Engineering  
Langan Engineering

**Point of Contact**

**Project Management for Fort Lauderdale**

**Sandra Suarez** will serve as the overall Project Manager and primary point of contact for the City of Fort Lauderdale throughout the duration of this engagement. With deep experience managing complex, multidisciplinary teams and public sector projects, Sandra is committed to maintaining clear, consistent communication with City staff and stakeholders. She will ensure that all aspects of the project—from planning through implementation—are aligned with the City’s goals, schedule, and budget. Sandra’s leadership style prioritizes responsiveness, transparency, and collaborative problem-solving, which will be essential in advancing the success of the parks bond and master plan.

Working closely with Sandra is **James Phillips**, who will serve as the Landscape Architecture Project Manager. His familiarity with the region, and proven track record for delivering projects on time and on budget will support seamless project delivery. He is currently serving as the Project Manager for the DDA’s ongoing Huizenga Park redevelopment. In the last five years James has managed

two large-scale park projects in the State of Florida, from conceptual design through construction administration services, valued at over \$15.2 million dollars. Together, Sandra and James will provide coordinated leadership that leverages their complementary strengths—strategic oversight and design execution—to ensure the City receives a high-performing team committed to excellence and community impact.

Our team will also work in close partnership with the Program Manager from **Square Edge** and the Civil Engineering Project Manager from **Langan Engineering**. Sandra will lead coordination efforts across firms, ensuring roles and responsibilities are clearly defined, communication channels are efficient, and milestones are met. By fostering strong, proactive collaboration among all project managers, we are confident this team will deliver an integrated, responsive, and community-focused outcome for the City of Fort Lauderdale.

**Tab 4.**

**Qualifications  
of Project  
Team**

## Organizational Chart

# A Team Crafted from Successful Collaboration

We've assembled a multidisciplinary team with over a decade of collaborating together, ensuring Fort Lauderdale benefits from our proven experience. With an eye towards aligning aspirations with the pragmatic realities of funding and implementation capacity, we will deliver an integrated approach for a holistic and responsive plan.

### **We design to pay it forward.**

We understand that our designs have an impact that will long outlive us, and we respect our obligation to future generations of Fort Lauderdale residents. We search for design solutions that allow for change over time within a durable and lasting public realm. We incorporate concepts focused on personal and environmental wellness and smart sustainable development practices. Further, we believe in the power of community and civic pride that exists in the City of Fort Lauderdale to develop the ownership of plans needed in order to make them a reality.

### **Consensus building is never the same.**

Over the course of many plans in complex environments and situations, our practice has become an industry leader in working with communities like Fort Lauderdale to build consensus and, ultimately, visions and plans for the future. We have found that every community is different and every decision requires thoughtfulness and care. We have also learned to engage everyone in a place we must go to communities instead of asking communities to come to us - as such, engagement cannot be limited to workshops. For your project, we will utilize a multi-faceted approach designed for your community and your challenges. We have used planning pop-ups, digital surveys, websites, social media, project events, early activation events, maintaining a project storefront and many other techniques as part of past approaches.



### **Curiosity is our game.**

The more clearly we can see a problem, the smarter we can be about embodying the City of Fort Lauderdale's identity in the design, be it a community park, open space, public realm, or a brand. Before we ever have a conversation, we do research. Then we leave our capes and berets at the door, ask the fundamental questions, patiently listen for the answers, and keep tugging at the problem until we know we've grasped the essence of the challenge. At every phase, we do the quantitative and qualitative research that will steer us to the artful solution.

### **Diversity is our power.**

We don't think it's silly to put a strategist, a brand storyteller, or a writer at the table with an urban designer, a transportation planner, an architect, a landscape architect, and engineers. Our bench of planning and design disciplines arms us to challenge each other's conventions and assumptions, to turn any problem around and see it from fresh perspectives. We're able to nose in up close to get the details right and stand way back for the long view. Our variety of experience on a range of project types and scales makes for a team where creativity thrives in support of a Fort Lauderdale community vision for its beloved parks and open spaces.



**PROJECT MANAGEMENT TEAM:** Your partners every step of the way



**Angel Suarez**  
Design Principal  
Perkins&Will



**John Slack**  
Managing Principal  
Master Planning  
Perkins&Will



**Altamash Khan**  
Program Manager  
Square Edge



**James Phillips**  
Landscape  
Project Manager  
Perkins&Will



**Sandra Suarez**  
Project Manager  
Daily Point of Contact  
Perkins&Will



**Steven Laudati**  
Project Manager  
Civil Engineering  
Langan Engineering

**CORE TEAM:** Accountable for creating the best solution for Fort Lauderdale

**Design**



**Ben Sporer**  
Project Landscape Architect  
Perkins&Will



**Vanessa Eickhoff**  
Project Landscape Architect  
Perkins&Will



**Damian Ponton**  
Architecture  
Perkins&Will



**Keith Curtis**  
Branding/Wayfinding  
Perkins&Will

**Engineering**

**Langan Engineering**

Civil Engineering, Park and Open Space Design, Geotechnical Engineering

**TY Lin**

Structural Engineering

**TLC Engineering**

MEP/FP Engineering

**Hines**

Irrigation

**Water Design, LLC**

Pool Design

**Chappell Group**

Environmental Engineering

**Program Management**

**Square Edge**

Preconstruction Services, Construction Management, Cost Estimating

**Pacifica**

CEI Services



**Shannon Jones**  
Grant Writer  
Shannon Jones

**Public Engagement**

**Adept Strategy & Public Relations** - Public Engagement

**ADVISORS:** Ensuring Sustainable Solutions



**Juan Rovalo**  
Ecology  
Perkins&Will



**Jason McLennan**  
Living Design Advisor  
Perkins&Will

Juan Rovalo is Perkins&Will's staff ecologist and Jason McLennan is our firmwide Chief Sustainability Officer. They will be engaged as needed to ensure sustainable solutions.

**Team Resumes**

**John Slack, PLA, OALA, LEED AP® ND, RELi AP**

**Managing Principal, Master Planning**

Having traveled to every US state except Alaska with his family, John grew fascinated by how people use urban spaces, and how buildings interface with them. As an urban designer and landscape architect, John’s work is influenced by his love for nature, art, design, and Japanese culture. His admiration for the minimalistic characteristics of Japanese sites is reflected in his design process, where he carefully considers how to scale back a design. With rigor and dedication, he seeks to simplify and clarify.

A long-term mentor with ULI and city volunteer, John seeks to serve his broader community and believes in the strength of the relationships to get things accomplished. He knows he’s successfully engaged his audience when he starts to see a shift in their mindset - from ‘we can’t’ to ‘I hadn’t considered that before.’



**Education**

**Bachelor of Science,  
Landscape Architecture**  
University of  
Wisconsin- Madison

**Registrations**

**Landscape Architect**  
South Dakota, Wisconsin,  
Minnesota, Illinois, North  
Dakota, Michigan, Ontario

**Accreditations**

**LEED AP® ND**  
U.S. Green Building Council®

**RELi AP**  
U.S. Green Building Council®

**Project Experience**

**Minneapolis Park and  
Recreation Board**

- East of the River Service Area Master Plan
  - Upper Harbor Terminal (UHT) Regional Park and Riverfront Trail Master Plan and Design
  - North Mississippi Regional Park Master Plan
  - Bde Maka Ska/Lake Harriet Regional Park Master Plan
  - Kenilworth Corridor Master Plan and Landscape Project
  - Bridal Veil Park Design
  - Cedar-Riverside Recreation Center Predesign
- Minneapolis, Minnesota

**City of Faribault**

- Parks and Open Space Master Plan
  - Downtown Master Plan
  - Comprehensive Plan
- Faribault, Minnesota

**Washington County Parks**

Pine Point Regional Park Master Plan  
Washington County, Minnesota

**Three Rivers Park District**

- Crow Hassan Regional Park Master Plan
  - French Regional Park Master Plan
- Various, Minnesota

**City of Covington**

Covington Central Park Master Plan and Design  
Covington, Georgia

**Biederman Redevelopment  
Ventures / Fair Park First**

Fair Park Master Plan Update  
Dallas, Texas

**Jedco-Churchill**

Open Space Master Plan  
New Orleans, Louisiana

**City of Toronto**

Meadoway Urban Greenspace Vision Toolkit  
Toronto, Ontario

**City of Minneapolis**

- Resilience Plan
- Second Street Green Infrastructure Plan

**City of Rochester**

Downtown Waterfront  
Southeast Small Area Plan  
Rochester, Minnesota

**Jefferson Parish Economic  
Development**

Churchill Business and Technology Park Master Plan  
Jefferson Parish, Louisiana

**U.S. Environmental Protection  
Agency**

Greening America’s Communities  
Oklahoma City, Oklahoma

**City of Minot\***

Park and Open Space Master Plan  
Minot, North Dakota<sup>1</sup>

**City of Burnsville\***

Heart of the City Park  
Burnsville, Minnesota<sup>1</sup>

**City of New Orleans\***

City Park  
New Orleans, Louisiana<sup>1</sup>

\* Previous Experience

1. Stantec, Urban Designer and Landscape Architect

# Angel Suarez, AIA, LEED AP®

## Design Principal

With nearly 20 years of experience in the discipline of architecture, Angel has had the privilege of working on a variety of building types from science labs to higher education to commercial offices. Angel has lead all aspects of the design process from concept design through construction administration.

Angel's professional career has been focused on medium to large scale projects where high-performance research and technological skill can develop. He is an expert in facade design and has built an innovative methodology for designing skins and facades for buildings.



### Education

#### Master of Architecture

Columbia University

#### Bachelor of Architecture

Florida International University

### Registrations

#### Registered Architect

Florida

### Accreditations

#### LEED AP® BD+C

U.S. Green Building Council®

### Project Experience

#### Overtown Master Plan

Overtown, Florida

#### Goldman Properties

Core Wynwood  
Wynwood, Florida

#### Confidential Energy Services Provider

Palm Beach Gardens Corporate Headquarters  
Palm Beach Gardens, Florida

#### 600 Biscayne Boulevard

Miami, Florida

#### American Express

Bluework 2.0  
Miami, Florida

#### American Express

Sunrise Corporate Center  
Sunrise, Florida

#### Hebrew Institute

Campus Expansion  
Santiago, Chile

#### North Corridor

Miami-Dade County, Florida

#### 777 North Pine Island Road

Plantation, Florida

#### Royal Caribbean Cruise Lines

Conceptual Design Competition  
Miami, Florida

#### Florida International University

Academic Health Center 4  
Science Classroom Complex  
Miami, Florida

#### Florida International University

Academic Health Center 5  
Stempel College of Public Health  
Miami, Florida

#### L'Oreal Research + Innovation Center

Rio de Janeiro, Brazil

#### Porter Neuroscience Research Center, Phase II

Washington D.C.

#### Sanford-Burnham

Medical Research Institute at Lake Nona  
Orlando, Florida

#### University of Florida

Clinical Translational Research Building  
Gainesville, Florida

#### University of North Carolina School of Medicine IRB

Chapel Hill, North Carolina

#### University of North Florida

Advanced Biological Sciences Building  
Jacksonville, Florida

#### Florida International University

Parkview Housing - Phase II  
Miami, Florida

Team Resumes

# Sandra Suarez, ASSOCIATE AIA

## Project Manager - Daily Contact

With over 17 years of experience in the discipline of architecture, Sandra has worked on a variety of building typologies, including Corporate, Commercial and Civic, Cultural, Education and Residential. Sandra has led all aspects of the design process from concept through construction administration with great attention to detail. Sandra's professional career has expressed itself from the small to the large scale where design research and technological skill can be developed.

Sandra has been an educator, teaching graduate design courses and seminars where she concentrated on experimenting with morphology and adaptive re-use. Her teaching experience has allowed her to become an excellent leader while nourishing her collaborative spirit.



### Education

**Master of Architecture**

Florida International University

**Bachelor of Arts, English + Spanish**

Florida International University

### Registrations

**Registered Architect**

Florida

### Accreditations

**Member**

American Institute of Architects, Miami

**Member**

Miami Center for Architecture and Design

### Project Experience

**TREO Development**

Vox Miami  
Somi Station Mixed-Use  
Miami, Florida

**Premium Airport Lounges**

Interiors Projects  
Charlotte-Douglas  
International Airport, Hong Kong International Airport, Philadelphia International Airport, Seattle-Tacoma International Airport, London Heathrow International Airport, Confidential locations (two in progress)  
Various Locations Worldwide

**American Express**

San Francisco Office  
San Francisco, California

**Ballet + Beyond<sup>1</sup>**

Miami, Florida

**Rey's Cleaners\***

Miami, Florida

**Canali Residence\***

Miami, Florida

**Anima Domus<sup>1</sup>**

Miami, Florida

**Jardim Statia Residence\***

Miami, Florida

**Trinity Cemetery<sup>2</sup>**

Manhattan, New York

**Green-Wood Cemetery<sup>2</sup>**

Brooklyn, New York

**Station Road Development Prototype\***

Station Road, New York

**Andrew W. Mellon Foundation**

**Art Storage Addition<sup>2</sup>**

New York, New York

**Wildlife Conservation Society**

**New York Aquarium<sup>2</sup>**

Coney Island, New York

**Princess Nora bint**

**Abdulrahman University for Women**

General Academic Colleges  
Riyadh, Saudi Arabia

**Cayman International School**

Campus Expansion  
Grand Cayman, Cayman Islands

**Sunrise School of Miami K-8<sup>1</sup>**

Palmetto Bay, Florida

**Getty Foundation Campus**

**Heritage**

**Grant Vassar College\***

Poughkeepsie, New York

**Spence Lower School Addition<sup>2</sup>**

New York, New York

**Village Community School**

**Addition<sup>2</sup>**

New York, New York

**Vijosa Laboratories**

San Salvador, El Salvador

**Miami Hand & Upper**

**Extremity Institute**

Dr. Orbay Surgery and Medical Center  
Miami, Florida

*\*Completed prior to Perkins&Will*

# James Phillips, ASLA, RLA

## Project Manager, Landscape Architect

An accomplished Project Manager and licensed landscape architect with deep expertise in South Florida’s native ecologies and urban systems, James brings a thoughtful, site-responsive approach to every project. Based in the Miami studio of Perkins&Will, he currently serves as the Project Manager for the transformational Huizenga Park redevelopment in downtown Fort Lauderdale — leading coordination across disciplines, stakeholders, and the City to deliver a resilient, people-centered public space. He is also a core landscape architect on the Jacksonville Northbank Riverwalk Park project, where he supports the design and implementation of a vibrant, ecologically rich waterfront destination. With a strong foundation in native plant communities, coastal resilience, and urban public realm design, James consistently integrates natural systems with human experience to shape enduring, inclusive places.



### Education

**Master of Landscape Architecture**  
University of Pennsylvania

**Bachelor of Science in Landscape Architecture**  
Rutgers University

### Registrations

**Licensed Landscape Architect**  
Florida  
Pennsylvania

### Accreditations

**Member**  
American Society of Landscape Architects (ASLA)

**Urban Land Institute Southeast Florida/Caribbean Leadership Institute 2023**

### Project Experience

**City of Jacksonville, Downtown Investment Authority (DIA)**  
Jacksonville Landing/One Park Jax  
Jacksonville, Florida

**City of Ft. Lauderdale, Downtown Development Authority (DDA)**  
Huizenga Park  
Ft. Lauderdale, Florida

**1320 Miami Mini Park**  
Miami, Florida

**Fair Park Master Plan**  
Dallas, Texas

**Overtown Master Plan**  
Overtown, Florida

**Florida International University**  
Panther Quad and Landscape  
Dallas, Texas

**Goldman Properties**  
Core Wynwood  
Landscape Architecture  
Wynwood, Florida

### Luxury Automotive Group

Showroom and Offices  
Landscape Architecture  
Coral Gables, Florida

### Confidential Energy Services Provider

Palm Beach Gardens Corporate Headquarters  
Urban Planning/Landscape Architecture  
Palm Beach Gardens, Florida

### City of Miami Beach

Resiliency Form-based Code

### Rockville Management

Mary Brickell Village  
Streetscape/Landscape Improvements  
Miami, Florida

### Boston Properties

Prudential Tower Landscape Architecture Design  
Boston, Massachusetts

### Royal Caribbean Cruise Lines

Conceptual Design Competition  
Miami, Florida

### 2800 Ponce de Leon Blvd

Asset Repositioning, Interior Renovation & Landscape Design  
Coral Gables, Florida

### Clifford Beers Housing

Corazon de Valle Mixed-Use  
Los Angeles, California

### TREO Development

Vox Miami  
Somi Station Mixed-Use  
Landscape Architecture and Amenity Space Design  
Miami, Florida

### Confidential International K-12 School

Landscape Architecture  
Miami, Florida

### Scheck Hillel Community

School Campus Expansion  
North Miami Beach, Florida

### St. Stephen's Episcopal Day School

Arts and Innovation Center  
STEAM Building  
Landscape Architecture  
Miami, Florida

# Micah Lipscomb, ASLA, SITES AP

## Senior Landscape Architect

Micah Lipscomb is a landscape architect with almost 20 years of focused experience in landscape design development, construction, and master planning.

Micah is highly skilled in conceptualizing and managing large multi-disciplinary projects. His work focuses on the design and planning of environments that improve our connections with the natural world, including therapeutic gardens, campuses, parks, greenways, and botanical gardens. Micah specializes in sustainable park design and planning, urban arboriculture, and planting design.



### Education

**Master of Landscape Architecture, 2003**  
University of Georgia

**Bachelor of Arts, Anthropology, 1997**  
Eckerd College

### Registrations

**Landscape Architect**  
Georgia, South Carolina, Ohio, Alabama

**ISA Certified Arborist #SO-6032A**

### Accreditations

**SITES AP**  
Green Business Certification Inc.

### Professional Affiliations

**Member**  
American Society of Landscape Architects (ASLA)

### Project Experience

**The Columbus Museum**  
Site Design and Master Plan  
Columbus, Georgia

**City of Covington**  
Central Park Master Plan  
Covington, Georgia

**Waterfront Botanical Gardens**  
- Master Plan  
- Phase I Implementation  
- Japanese Garden, Bonsai Garden, Overlook & Allee  
Louisville, Kentucky

**City of Jacksonville**  
Riverfront Plaza  
Jacksonville, Florida

**Candler Park Conservancy**  
- Vision Plan  
- Active Lawn/Amphitheater  
- Playground Design  
Atlanta, Georgia

**Atlanta BeltLine, Inc.**  
- Boulevard Crossing Park  
- Corridor Design  
- Eastside Trail  
- Westside Trail  
Atlanta, Georgia

**Freedom Park Conservancy**  
Vision Plan  
Atlanta, Georgia

**University of Alabama in Birmingham**  
Unity Park  
Birmingham, Alabama

**Tribridge Residential**  
• Goat Farm Master Plan  
• Goat Farm North Parcel  
• Goat Farm South Parcel  
Atlanta, Georgia

**Atlanta Botanical Garden**  
- Southern Seasons Garden\*  
- Visitor Center and Parking Facility\*  
- Smithgall Woodland Garden\*  
- Storza Woods Garden\*  
- Edible Garden\*  
- Cafe  
Atlanta, Georgia

**City of Fort Myers Beach**  
Mound House Cultural and Environmental Learning Center Master Plan\*  
Fort Myers Beach, Florida

**Chattahoochee Nature Center\***  
Landscape design for the Discovery Center  
Atlanta, Georgia

**City of Sandy Springs\***  
Hammond Park Master Plan  
Sandy Springs, Georgia

**Gwinnett County Parks & Recreation Dept.\***  
- Tribble Mill Park Master Plan  
- Club Drive Park Master Plan  
Gwinnett County, Georgia

**Miami-Dade County Park & Recreation Department\***  
Multiple Projects:  
Tree Island Park Master Plan  
Hattie Bauer Hammock Preserve General Plan  
Miami-Dade County, Florida

**City of McDonough\***  
Alexander Park Expansion Master Plan  
McDonough, Georgia

\* prior to joining Perkins&Will

**Micah Lipscomb**

**Chastain Park Conservancy\***

Chastain Park Master Plan  
Atlanta, Georgia

**City of Savannah**

EnMarket Arena  
Savannah, Georgia

**Snellville Parks and Recreation**

**Dept.\***

Bakers Rock Park Master Plan  
Snellville, Georgia

**Gerding Collaborative\***

Rome ECO Education Center  
Rome, Georgia

**Russell Lands, Inc.\***

Russell Lands Master Plan  
Lake Martin, Alabama

**Alliance to Improve Emory Village\***

Emory Village Streetscape  
Atlanta, Georgia

**Hall County\***

Williams Mill Park Master Plan  
Hall County, Georgia

**The Church of Jesus Christ of**

Latter-day Saints  
Philadelphia Pennsylvania  
Temple  
Philadelphia, Pennsylvania

**Georgia State University**

Convocation Center  
Atlanta, Georgia

**University of Virginia**

- Brandon Avenue Green Street  
- South Lawn Connector Park  
- South Pond Park  
- Gilmer Hall/Chemistry  
Charlottesville, Virginia

**George Mason University**

- Horizon Hall  
- Utilities Infrastructure  
- Exploratory Hall Site  
- Wilkins Plaza  
- Science and Technology Building, Renovation and Addition  
Fairfax, Virginia

**Bowie State University**

Communications, Art, and Humanities Building  
Bowie, Maryland

**Emory University**

Advancement & Alumni Engagement Renovation  
Atlanta, Georgia

**Towson University**

Health Professions Building  
Towson, Maryland

**Georgia Institute of Technology**

- Harrison Square  
- Cherry Street Corridor Master Plan  
- Atlantic Dr. Promenade Master Plan  
- Van Leer Interdisciplinary Design Commons\*  
- Hinman Courtyard  
- Clough Undergraduate Learning Commons\*  
Atlanta, Georgia

**University of Georgia**

Veterinary Medicine Learning Center  
Athens, Georgia

**University of Florida**

Clinical Translation Research Building  
Gainesville, Florida

**Georgia State University\***

- Decatur Street Pedestrian Improvements  
- Piedmont Street Pedestrian Improvements  
Atlanta, Georgia

**Kuwait University City**

Sabah Al-Salem University Academic Support Facilities  
Shidadiyah, Kuwait

**University of Florida / Gainesville Community Reinvestment Area (GRCA)**

- Innovation Square Master Plan  
- 9th Street Plaza  
- 3rd Avenue Streetscape  
- - Landscape Ordinance  
Gainesville, Florida

**University of Pennsylvania**

Center of Health Technology  
Philadelphia, Pennsylvania

**The Ohio State University**

Wexner Medical Center  
The James Outpatient Care  
Columbus, Ohio

**Medical University of South Carolina**

Shawn Jenkins Children's Hospital and Pearl Tourville Women's Pavilion  
Charleston, South Carolina

**Duke University**

- School of Medicine  
- Duke Medicine Pavilion  
Durham, North Carolina

**Northside Gwinnett**

- Patient Tower  
- MOB and Parking Deck  
Lawrenceville, Georgia

**CARTI Cancer Center**

Little Rock, Arkansas

**University of Miami**

UHealth Lennar Foundation Medical Center  
Coral Gables, Florida

**Tift Regional Medical Center**

Bed Tower Expansion  
Tifton, Georgia

**Confidential Client**

Headquarters  
Birmingham, Alabama

**Confidential Client**

Interior Fit-out  
Atlanta, Georgia

**Sumitomo Corporation**

Atlanta Financial Center Park  
Atlanta, Georgia

**Perkins+Will Office**

1315 Peachtree Street  
Atlanta, Georgia

**Turken Foundation**

Turken House Residence  
New York City, New York

**Regional Industrial Development Corporation of Southwestern Pennsylvania**

Pittsburgh, Pennsylvania

**Alabama School of Cyber Technology and Engineering**

Huntsville, Alabama

**Clayton County Schools**

Morrow High School  
Morrow, Georgia

**Belmont Public Schools**

Belmont High School  
Belmont, Massachusetts

\* prior to joining Perkins&Will

**Team Resumes**

**Altamash A. Khan**

www.squareedgeinc.com • Akhan@squareedgeinc.com • 305-496-3608

**Director of Construction and Estimating**

- Accomplished construction management and design management professional with 20+ years of proven achievements across a broad range of complex project types including luxury high rise condominium towers, resort hotel, luxury oceanfront hotel/condo renovation, 40-year recertification, beach walk, urban development and master planning, K-12 schools, and university buildings.
- Comprehensive project experience inclusive of development, design, permitting, preconstruction, estimating, construction, expert witness services, contract negotiation, insurance, change order analysis, constructability commentary, MEP/FP coordination, and QAQC of design documents.
- Active project team leadership, design coordination and implementation of luxury interiors, startup, daily operations, contractor management, scheduling, budgeting, buyout, project reporting, safety, closeout, and delivery of superior services and facilities.

**Expertise**

<b>Project Management:</b>	New Construction, Design-Build, Renovation
<b>Technical Tools:</b>	Procore, Prolog, OST, Bluebeam, MS Office Suite, MS Project, P6

**Experience**

**Current Projects:**

- 317 North Federal Highway West Tower, 40-story, 401 unit apartment rental, \$130 million new construction.
- 317 North Federal Highway East Tower, 45-story, 350 unit apartment rental, \$145 million new construction.
- 600 MWC, 32-story, 633 unit condominium, new construction. Cost TBD.
- One Ocean Condominiums, Base Building Remediation and Repairs Post 558 Judgement

**Completed Projects:**

Urban Core Development

- Miami Worldcenter – 27 Acre multi-building development
  - Design and construction project oversight to ensure a seamless delivery of all garage, retail, and site improvement assets across the entire master development. Manage design team, construction team, owner consultants/legal, budgets, invoice/pay application review, and quarterly presentations to principals. Change order analysis for Paramount Miami, a 550+ unit, 1.8 million GSF luxury condominium tower.
  - D East Parking Garage and Retail, 1100 spaces, 60,000 SF Retail, \$44M construction in downtown Miami, FL.
  - Block H Garage and Retail, 922 spaces, 45,000 SF Retail, \$45 million new construction in downtown Miami

Hotel/Residential

- Award winning \$250 million renovation of an existing oceanfront hotel and condominium complex encompassing a city block with beach walk, The One Hotel & Homes, South Beach, FL.
- 900 Biscayne luxury condominiums, 516 Unit, \$210 million new construction condominium in downtown Miami, FL.
- Brownsville Transit Village Apartments and Parking Garage, Miami, FL
- Carver Village Phase II Tower and Parking Garage, Miami, FL

Commercial/Retail

- Beachcraft, 3-meal restaurant, Miami Beach, Florida

Institutional & K-12

- Miami Dade College Kendall Academic Support Center, Miami, Florida
- Florida International University Parking Garage 3 and 4, Miami, Florida
- University of Miami, School of Music Library and Technology Center, Coral Gables, Florida
- Sawgrass, Foxtrail, and Park Lakes Elementary Schools, Classroom addition program, Ft. Lauderdale, FL

**Education/Certifications**

BS, dual major physics & journalism (2000)	University of Miami
MS, construction management (2003)	Florida International University
State of Florida Certified General Contractor	CGC 1518593



# STEVEN LAUDATI PLA, RLA, ASLA

Senior Project Landscape Architect  
Landscape Architecture, Site Development, Urban Design

### Education

- B.S., Landscape Architecture  
University of Massachusetts,  
Amherst

### Professional Registrations

- Professional Landscape  
Architect (PLA) in NJ
- Registered Landscape  
Architect (RLA) in NY, PA, and  
CT
- Waterfront Edge Design  
Guidelines (WEDG)  
Certification

### Affiliations

- American Society of  
Landscape Architects
- Illumination Engineering  
Society of North America

Mr. Laudati is a seasoned landscape architect with over 24 years of expertise in land development, consulting, and construction. Serving as a primary client liaison, he has successfully designed, managed, and overseen the construction of diverse projects across Florida, New York, New Jersey, Connecticut, Pennsylvania, and the broader Southeast, as well as international locations. His portfolio spans a broad range of development types, including residential, commercial, mixed-use, retail, waterfronts, parks and open spaces, healthcare facilities, higher education campuses, and streetscapes. Key design responsibilities include site layout and planning, grading and drainage, planting design, exterior lighting, and site architecture. As a senior landscape architect, Mr. Laudati provides comprehensive project oversight, including staff management, quality assurance, and quality control. He specializes in green roof design, exterior lighting solutions, and recreational facilities. His expertise encompasses constructability assessments, cost estimation, urban design challenges, and navigating regulatory approvals. Committed to sustainable design and innovative problem-solving, Mr. Laudati integrates practical solutions that align with project budgets and schedules while delivering exceptional outcomes.

### Selected Projects

- Cam D. Milani Park, Highlands Beach, FL
- White Rock Site Trailer Parking, Hialeah, FL
- Prologis Central Broward Logistics, Ft. Lauderdale, FL
- SPG 10900NW 138th St, Miami, FL
- Powerhouse Marina, North Miami, FL
- Willscot Trailer Parking, Miami-Dade, FL
- Medley Outdoor Storage, Medley, FL
- 7290 NW 77th Court, Miami, FL
- Woods Grove Distribution Center, Hialeah, FL
- Mt. Sinai Medical Center, Miami Beach, FL
- U Health-Sylvester Comprehensive Center, Miami, FL
- Subaru, Doral, FL
- Sunset Redevelopment, City of South Miami, FL
- Visa Exterior Site Improvements, Miami, FL
- Dicks Dadeland Mall, Miami, FL
- Hyundai Parking, Showroom and Service Center, Miami Gardens, FL
- Kia – Lithia Motors, Doral, FL
- Lehman Master Plan, Miami Gardens, FL
- Subaru, Miami Gardens, FL
- Link – Airport West, Miami, FL
- Flagler Station Trailer Parking, Miami, FL
- Grayfield 8300 NW 74th, Medley, FL
- BLP Pompano Beach, Pompano Beach, FL
- LPC Trailer Parking, Miami, FL
- Lucky Palmetto, Medley, FL
- Naples Continental Club, Naples, FL

Team Resumes

# Ben Sporer, PLA, RELI AP

## Urban Designer and Landscape Architect

Ben brings over 25 years of national and global expertise in campus planning, urban design, and landscape architecture. Through an artistic lens, Benjamin has crafted innovative, lasting, and sustainable environments that are meaningful, functional and beautiful places for people to inhabit and enjoy. He's recently led planning and design for a transformational 84-mile linear park corridor through a city of over 7 million people, which recognizes the value of place, belonging, and equitable access to an enjoyable public realm.



### Education

#### Master of Landscape Architecture

University of Minnesota

#### Bachelor of Environmental Design

University of Minnesota

### Registrations

#### Landscape Architect

Minnesota

#### RELI AP

U.S. Green Building Council®

### Project Experience

#### Minneapolis Park and Recreation Board

- East of the River Service Area Master Plan

- Kenilworth Corridor Master Plan and Landscape Project

Minneapolis, Minnesota

#### City of Faribault

- Parks and Open Space Master Plan

- Downtown Master Plan

- Comprehensive Plan

Faribault, Minnesota

#### Atlanta Beltline

Corridor Design

Atlanta, Georgia

#### Cummings Research Park

Master Plan

Huntsville, Alabama

#### City of Minneapolis

Downtown Stadium East

Vision Plan

Minneapolis, Minnesota

#### City of Duluth

Neighborhood Plan

Duluth, Minnesota

#### Mid-America Regional Council

College and Metcalf Planning

Study

Overland Park, Kansas

#### U.S. Environmental Protection Agency

Greening America's

Communities

Oklahoma City, Oklahoma

#### University of South Dakota

Research Park Master Plan

Rapid City, South Dakota

#### South Fork Conservancy

Greenway Planning and Design

Atlanta, Georgia

#### Baptist Health Homestead

Master Plan

Homestead, Florida

#### Arkansas Tech University

Campus Open Space

Master Plan

Russellville, Arkansas

#### Florida International University

Campus Master Plan

Miami, Florida

#### Fort Valley State University

Master Plan

Fort Valley, Georgia

#### Purina Animal Nutrition Center

Site and Landscape Plan

St. Louis, Missouri

#### City of Plymouth\*

TH 55 Transit Improvements

Plymouth, Minnesota<sup>1</sup>

#### City of Minneapolis\*

Blue Line Extension West

Broadway Public Realm

Minneapolis, Minnesota<sup>1</sup>

#### Linear Park Corridor\*

Master Plan and Detailed Design

Riyadh, Saudi Arabia<sup>2</sup>

\* Previous Firm Experience

1. Kimley-Horn,

Landscape Architect

2. Coen+Partners, Project Director

# Keith Curtis, LEED Green Associate

## Branding / Wayfinding

With a background in architecture, interior design, and environmental/communitive branding, Keith Curtis boasts over 30 years of experience in roles including managing principal, creative director, and project designer for various firms. An expert in experiential design, he has developed comprehensive design solutions for some of the most recognized brands in the world. His work ranges from traditional and specialty retail, customer and innovation centers, hospitality and restaurant, corporate/commercial/civic/cultural, healthcare, science and technology design, sports and recreation, and specific museum, tradeshow, showroom and exhibit design. Keith utilizes his strong grasp of the design process to lead the 'vision' for both his clients and his teams – whether spearheading marketing efforts for strategic branding design services, developing new business strategies, or managing project immersion, design, and implementation. His skills at building and strengthening brands by exploring new ways to tell their stories makes him an effective liaison between the client stakeholders and his design teams.



### Education

#### Certificate of Management and Leadership

Dale Carnegie School of Medicine

#### Bachelors of Architecture in Design

University of Illinois at Chicago

### Educational Affiliations

#### Contract Design Instructor

College of DuPage

#### Student Design Instructor

University of Illinois at Chicago

#### Design Instructor

The University of Florida

#### Design Instructor

The Cleveland Institute of Art

### Accreditations

#### LEED Green Associate

U.S. Green Building Council®

### Project Experience

#### Gwinnett County

Gwinnett Corridor Branding & Design Guidelines  
Gwinnett County, Georgia

#### Waterfront Botanical Gardens

Louisville, Kentucky

#### Chamber of Commerce of Huntsville

Cummings Research Park Master Plan  
Huntsville, Alabama

#### Georgia Southern University

Garden of the Coastal Plain Statesboro, Georgia

#### Hutchinson Island Master Plan

Savannah, Georgia

#### Puerto Rico Capitol District

Master Plan  
San Juan, Puerto Rico

#### Resora: New Communities

##### Master Brand

Albany, Georgia

##### Savannah Canal District

##### Master Plan

Savannah, Georgia

##### University of Florida

Innovation Square  
Gainesville, Florida

##### Museum of Design Atlanta (MODA)

Atlanta, Georgia

##### New Belgium Brewery

Asheville, North Carolina

##### Newell Rubbermaid

Enterprise Center  
Atlanta, Georgia, Smyrna, Georgia, Huntersville, North Carolina, and Bentonville, Arkansas

##### Old Dominion

Corporate Office  
Thomasville, North Carolina

#### Paces Properties

Atlanta Dairies  
Atlanta, Georgia

#### PepsiCo

Headquarters  
Purchase, New York

#### Piedmont Wellness Center

Fayetteville, Georgia

#### Red Hat

Global Signage & Design Guidelines  
Multiple Office Locations

#### The Water Institute of the Gulf

Baton Rouge, Louisiana

Team Resumes

# Vanessa Eickhoff, PLA, LEED® Green Associate™, SITES AP

## Project Landscape Architect

Vanessa is a licensed landscape architect and project manager who has worked in the US and Canada for 15 years. She is a strategic designer and collaborator with a demonstrated history of working on publicly accessible spaces; specifically parks and plazas, streetscapes, trails, campuses and other shared spaces. She has also worked on historically designated projects that include both renovation and new construction. She is interested in design solutions that integrate the built environment with site specific influences and culture for programmed and serendipitous uses of space.



### Education

**Master of Landscape Architecture**

Rhode Island School of Design

**Bachelor of Art, Environmental Studies**

University of Kansas

### Registrations

**Landscape Architect**

Pennsylvania, Missouri, Minnesota, Ontario

**Sites AP**

Sustainable Sites Initiative

**LEED® Green Associate™**

U.S. Green Building Council®

### Project Experience

**Minneapolis Park and Recreation Board**

- East of the River Service Area Master Plan
  - Upper Harbor Terminal (UHT) Regional Park and Riverfront Trail Master Plan and Design
  - North Mississippi Regional Park Master Plan
  - Bridal Veil Park Design
  - Cedar-Riverside Recreation Center Predesign
- Minneapolis, Minnesota

**City of Faribault**

- Parks and Open Space Master Plan
  - Downtown Master Plan
  - Comprehensive Plan
- Faribault, Minnesota

**Three Rivers Park District**

Crow Hassan Regional Park Master Plan  
Various, Minnesota

**City of Toronto**

Meadoway Urban Greenspace Vision Toolkit  
Toronto, Ontario

### EPA

R2P2 Recover Projects  
Panhandle Region, Florida

**Ozark Technical College**

- Pedestrian Campus Improvements & Streetscape
  - Center for Advanced Manufacturing
  - Student Success Center
- Springfield, Missouri

**City of Toronto\***

- Crothers' Wood / Pottery Road Bicycle Trails
  - East Point Flyways Park
  - Nathan Phillips Square Revitalization
- Toronto, Ontario<sup>2</sup>

**Harvard University\***

Harvard Allston Campus Master Plan  
Allston, Massachusetts<sup>1</sup>

**Johnson County**

**Community College\***  
Sunset Building Pavilion and Trails  
Olathe, Kansas<sup>3</sup>

### Yale University\*

- Marsh Botanical Garden Master Plan
  - Science Hill Masterplan
- New Haven, Connecticut<sup>1</sup>

**Ameriprise Financial**

Landscape Updates  
Boston, Massachusetts

**Fermilab Integrated Engineering Research Center**

Landscape Design  
Batavia, Illinois

**RSM Plaza**

Courtyard  
Minneapolis Minnesota

**Kent State University**

Crawford College of Business and Entrepreneurship  
Kent, Ohio

\* Previous Experience

1. Olin Studio
2. PLANT Architect
3. VELA Works

# Damian Ponton, RA, LEED® AP BD+C

## Project Architect

Damian performs a unique role in Perkins&Will’s Digital Practice. As a licensed architect with almost two decades of experience, Damian combines the seasoned experience of design and delivery with a keen interest in design technology. Damian is hyper focused on making digital innovation a core strategy to his studio and projects. Through leadership, mentoring and collaboration with Studio leaders, Damian elevates the design process and the artifacts produced to the highest quality by leveraging technology. Damian actively investigates and discovers opportunities to solve design challenges in new ways, with a digital-always approach.



### Education

**Bachelor of Science in Architecture**  
Pratt Institute

**Associates in Arts Path of Study: Architecture**  
Miami Dade College

### Registrations

**Registered Architect**  
Florida  
AR95055

### Project Experience

**City of Jacksonville**  
Riverfront Landing  
Jacksonville, Florida

**Florida International University**  
**Academic Health Center 4**  
Miami, Florida

**Florida International University**  
**Academic Health Center 5**  
Miami, Florida

**University of Miami**  
Cox Building  
Miami, Florida

**Princess Nora bint Abdulrahman University for Women**  
Riyadh, Saudi Arabia

**University of North Florida**  
**Science & Humanities Building**  
Jacksonville, Florida

**School Board of Broward County**  
**Nova Middle School**  
Davie, Florida

**Ryder Charter School**  
Miami, Florida

**Hajj City Hotels**  
Medina, Saudi Arabia

**NUABC-ICT**  
Astana, Kazakhstan

**Crescent Heights**  
**1212 Alton Road**  
Miami Beach, Florida

**Scotiabank**  
Mexico City, Mexico

Team Resumes

# SHANNON JONES

Conservation, Advancement & Program Management

SHANNONCJONES45@GMAIL.COM | (484) 888-9996

HTTPS://WWW.LINKEDIN.COM/IN/SHANNONCJONES/



## Experience

### FROST SCIENCE

MIAMI, FL

#### SENIOR DIRECTOR OF CONSERVATION

MARCH 2018- PRESENT

- **Fundraise over 3.7 million** through writing grant proposals, developing of paid-programming, and securing donations, while ensuring timely completion, strict budget compliance and meticulous reporting.
  - 6 federal grants totaling \$2,728,928.00
  - 5 state grants totaling \$590,000.00
  - and more than 25 foundation or private grants/donations totaling \$395,000.00
- Lead all conservation programs, including fundraising, budgeting, developing protocols, securing partnerships, writing MOU's and organizing programmatic and operational activities for the following: MUVE (Museum Volunteers for the Environment), *Your Shores* (a NOAA-funded program dedicated to providing under-resourced students with scuba certifications and the opportunity to engage in habitat restoration), the Marine Conservation WetLab, and the annual ReeFlorida Symposium
- Serve on the Museum's senior leadership team, contributing to museum programs, operations, strategic plans, budgets, exhibit development, and policies, as well as oversee the sustainability committee and sit on the Dive Control Board

### MORAES

MIAMI, FL

#### CO-FOUNDER & BOARD CHAIR

NOVEMBER 2019- PRESENT

- Started (and currently sits as the Board Chair of) a volunteer-based nonprofit, committed to the understanding, viability, and protection of our local marine environment through conservation, research, and environmental stewardship.
- Manages administrative activities, including grant writing, organizing volunteer events, balancing budgets, sales meetings, coordinating with business owners, social media, networking, collaborating with additional nonprofits, website creation and design, etc. To date, has raised more \$100,000 in four years.

## Publications & Education

JONES, SHANNON C., LAUREN REILLY, FERNANDO BRETOS, AND CATHRYN A. FREUND. 2024. "MUVE: A LONG-TERM SCIENCE MUSEUM-BASED ENVIRONMENTAL VOLUNTEER CONSERVATION PROGRAM." JOURNAL OF MUSEUM EDUCATION, AUGUST, 1-11. DOI:10.1080/10598650.2023.2297324.

MORRELL, THOMAS J., SHANNON C. JONES, BRIAN DIAZ, AND FERNANDO BRETOS. 2022. *WILD MIAMI: EXPLORE THE AMAZING NATURE IN AND AROUND MIAMI*. TIMBER PRESS.

MASTER OF PROFESSIONAL SCIENCE IN MARINE AFFAIRS AND POLICY/ MARINE CONSERVATION  
THE UNIVERSITY OF MIAMI, ROSENSTIEL SCHOOL

MIAMI, FL  
DECEMBER 2014

BACHELOR OF ARTS IN PSYCHOLOGY  
THE PENNSYLVANIA STATE UNIVERSITY

STATE COLLEGE, PA  
MAY 2011



DANA POLLITT | TRILINGUAL

ADEPT Strategy & Public Relations

CERTIFICATIONS SBE - CBE

---



**EXPERIENCED LEADER**

Advertising, Marketing, Government & Public Relations • 20+ years

**EXPERTISE**

Strategic Partnering with Private and Public Sectors. Excellent understanding of South Florida Infrastructure Programs (Existing & Planned). Well rounded in advertising, media and governmental relations. Leader in Developing Outreach Campaigns and Economic and Small Business Opportunities. Stakeholder Liaison.

**EDUCATION**

Master Degree in Management • Polytechnic University  
Bachelor of Arts, Environmental Policy & Law • University of Kansas

**EXPERIENCE**

Mr. Pollitt has nearly 30 years of experience working with the private sector and local, state and federal government. He excels in influence marketing, business development and strategic communications and has participated in some of the nation's largest transportation and infrastructure projects.

Dana Pollitt is actively involved in the Broward County community and with philanthropy, having served on numerous boards and committees. He served as the **2019/2020 Chair for the Broward County Office of Economic and Small Business Development Advisory Board, where he currently continues to serve as a member at large**, the Executive Board of the **Downtown Fort Lauderdale Transportation Management Association (Sun Trolley)**, the Executive Board of Directors for **Envision Uptown Inc.**, Vice-chair of the Fort Lauderdale Transportation & Infrastructure Committee, Fort Lauderdale Chamber of Commerce Government Affairs Committee, the **Six-Year Term on the City of Fort Lauderdale Executive Airport Advisory Board** and the Sustainability Advisory Board. Mr. Pollitt serves on the Broward Board of Seacoast National Bank and has served as a member of the Broward League of Cities, the Riverwalk Trust, the Historic Stranahan House Museum and the Fort Lauderdale Chamber of Commerce. He has chaired the last two Transit Receptions in Broward County and has served multiple years as a Judge for the South Florida Sustainability Awards. Dana is a Broward County City of Fort Lauderdale small business owner. He is fluent in English, Spanish and Portuguese.

**PROFESSIONAL EXPERIENCE**

## Team Resumes

**Broward County Communications and Marketing Contract.** Role: Prime consultant responsible for Surtax Branding, Media and Marketing Services, Research and Planning Services, Digital Content Delivery Services, Outreach, and Video Scripting and Production. Date: Present-2025.

**Broward County Future Conditions 100 Year Flood Elevation Map.** Subconsultant to Geosyntec Consultants. Role: Community Outreach, Stakeholder Liaison and Document Control support. This update will mark a vital advancement in our region's resilience efforts, with improved standards for flood protection and benefits relating to our participation in the National Flood Insurance Program.

**Broward County 2018 Port Everglades Master/Vision Plan Third Update.** Role: Community Outreach, Stakeholder Liaison and Public Involvement Officer Support Services. For the third update to the Broward County Port Everglades Master/Vision Plan, the team will review the 2014 adopted Master/Vision Plan, related economic activity, financial and market forecasts and conditions and other relevant port/county planning documents as approved by the Contract Administrator. Date: 2018-Present.

**Broward County Census 2020 Marketing Campaign.** Role: Advertising, marketing, media buying, media planning, digital and social media strategy, implementation and management. One of our main objectives is to influence historically hard-to-enumerate ("HTE") populations to complete the Census so that Broward County obtains a complete count and receives the funding and political representation to which it is legally entitled based on population. Date: 2019-Present.

**City of Fort Lauderdale. Fort Lauderdale Executive Airport (FXE)** Disadvantaged Business Enterprise (DBE) Program for Fiscal Years 2015-2017. Role: Provides support services to assist the City of Fort Lauderdale Executive Airport in updating their current Disadvantaged Business Enterprise (DBE) program and establish a new DBE program goal for Fiscal Years 2015 to 2017 in anticipation of receiving Federal grant funding. Date: 2014-2017.

**City of Fort Lauderdale Transit Master Plan.** Role: Community Outreach Services. Website Development, Public Opinion Polling. Provide Public Involvement and Marketing Services to assist in the analysis of the City of Fort Lauderdale Community Bus System in order to enhance mobility for all users of the System for the City's Transportation and Mobility Department. The City of Fort Lauderdale was successful in obtaining a two-year grant from the Federal Transit Administration's (FTA) New Freedom Program as a sub-recipient to the South Florida Regional Transportation Authority (SFRTA). Date: 2016.

**City of Fort Lauderdale, Envision Uptown, Inc.** Role: Community Placemaking, Public Relations, Marketing, Creating an Urban Village. Envision Uptown, Inc. is a nonprofit group of front runners in business, education, and government working to develop a specific 50-year physical vision plan for the transformation of Uptown Fort Lauderdale to transform the area, serving as the largest employment hub in Broward County, from its present workplace-based and car-dependent development into a livable, walkable, and transit-ready urban neighborhood of offices, residences, parks, and hospitality, civic and retail buildings. ADEPT, with an aligned vision in transforming Uptown Fort Lauderdale into a transit-ready economic development space and business community, supports the redevelopment efforts to establish this area. Our team is responsible for the coordination and execution of all Board meetings, marketing strategy creation and informational email newsletter (e-blast) development and distribution to targeted lists of businesses in Uptown Fort Lauderdale, with a Website Development and Design contract pending. Date: 2013-Present.



STEPHANIE ROSENDORF-DIAZ, Esq.

ADEPT Strategy & Public Relations

**CERTIFICATIONS SBE - CBE**



---

**EXPERIENCED GOVERNMENTAL AFFAIRS LEADER**

Lawyer, Senior Strategist, Community Outreach, Public Involvement • 14 years

**EXPERTISE**

Policy Strategy, Government Relations, Community Outreach, Stakeholder Liaison Services, Research and Writing

**EDUCATION**

Admitted to Florida Bar, September 2016

Juris Doctor, Magna Cum Laude • University of Miami School of Law, Coral Gables, Florida

Bachelor of Arts, Summa Cum Laude • Florida Atlantic University, Boca Raton, Florida

**PROFESSIONAL AND EDUCATIONAL HONORS**

2019 INFLUENCE Magazine Rising Stars of Florida Politics

2018 Broward County Women’s History Coalition Rising Star Award

2018 Class of New Leaders Council Broward County

2016 University of Miami School of Law Exemplary Service to the Poor Award

**EXPERIENCE**

Stephanie Rosendorf-Diaz, Esq. has a wealth of experience in law, public policy, strategic communications, and community outreach. A lifelong resident of Broward County and an alumna of Marjory Stoneman Douglas High School, she went on to graduate with honors from both Florida Atlantic University and the University of Miami School of Law.

As a senior strategist with ADEPT, her current projects include the **Broward Census 2020** marketing campaign, the Port Everglades Master Vision Plan, and the 100-Year Flood Elevation Map Project, among others. Prior to joining ADEPT, Stephanie worked as a senior policy analyst in the private sector, following her two and a half years of serving as an aide to the current Broward County Mayor,

## Team Resumes

Nan Rich. In this role, she tackled a variety of critical local issues, including affordable housing expansion, homelessness prevention, local climate resiliency efforts, Broward County's Land Use Plan ("BrowardNEXT), public safety, and more.

### PROFESSIONAL EXPERIENCE

**Broward County Communications and Marketing Contract.** Role: Prime consultant responsible for Surtax Branding, Media and Marketing Services, Research and Planning Services, Digital Content Delivery Services, Outreach, and Video Scripting and Production. Date: 2020-2025.

**Broward County Future Conditions 100 Year Flood Elevation Map.** Subconsultant to Geosyntec Consultants. Role: Community Outreach, Stakeholder Liaison and Document Control support. This update will mark a vital advancement in our region's resilience efforts, with improved standards for flood protection and benefits relating to our participation in the National Flood Insurance Program. Date: 2018-Present.

**Broward County COVID-19 Communications Campaign.** Role: Media buying, advertising, marketing, design, public service announcements for radio, television, social media and out of home, including bus benches and billboards as well as digital marketing and advertising.

**Broward County Census 2020 Marketing Campaign.** Role: Advertising, marketing, media buying, media planning, digital and social media strategy, implementation and management. One of our main objectives is to influence historically hard-to-enumerate ("HTE") populations to complete the Census so that Broward County obtains a complete count and receives the funding and political representation to which it is legally entitled based on population. Date: 2019-Present.

**Broward County 2018 Port Everglades Master/Vision Plan Third Update.** Role: Community Outreach, Stakeholder Liaison and Public Involvement Officer Support Services. For the third update to the Broward County Port Everglades Master/Vision Plan, the team will review the 2014 adopted Master/Vision Plan, related economic activity, financial and market forecasts and conditions and other relevant port/county planning documents as approved by the Contract Administrator. Date: 2019-Present.

**City of Fort Lauderdale Census 2020 Complete Count Committee Advisory Committee.** Role: Working with city leaders, neighborhood associations, and service providers to publicize the importance of full participation in the 2020 Census so that every Fort Lauderdale resident is counted. Date: 2019-Present.

**Broward County Homeless Point in Time Count Site Captain.** Role: Served as a site leader in Hollywood and Coral Springs during the annual count of individuals and families experiencing homelessness on three nights at the end of the month of January. The purpose of the Point in Time (PIT) Count is to monitor trends in homelessness in order to support local efforts at combating homelessness and help the state and federal government distribute programs and services. Date: 2017-2019.

**Principal Author,** Urban Land Institute Southeast Florida/Caribbean Report on Reducing Regulatory Burdens to Affordable Housing, December 2019-January 2020

## Glenn Fidje

www.squareedgeinc.com • gfidje@squareedgeinc.com • 347.224.8714

---

### Principal

- Internationally accomplished development and construction executive with 40 years of strategic management of high-profile developments.
- Experience managing the development, design, and construction of a variety of building types such as high-rise condominiums, office buildings, broadcasting facilities, casinos, hospitals, schools, and hotels as a general contractor, developer, and consultant, many iconic including the World Trade Center in NYC, Canary Wharf in London, The Atlantis Hotel and Casino in the Bahamas and Miami Worldcenter.
- Founder and President of Square Edge Inc., development and construction management firm serving to investors and developers in USA and the Caribbean for the past 10 years.

---

### Expertise

<b>Project Management:</b>	Design-build management, Cost Estimates, Cross-Functional Team Supervision, Contract Negotiation, Scheduling, Expert Witness, Deal Due Diligence
<b>Technical Tools:</b>	MS Project, Egnyte, Bluebeam and Procore.

---

### Experience

#### Current Projects:

##### Residential Rentals

- 369-unit multi-family in Tampa in preconstruction
- 592 – unit multi-family in Wynwood in preconstruction
- 336 – unit multi-family in Wynwood in preconstruction
- Adderly – 496-unit multi-family in Fort Lauderdale recently completed

##### Residential Condominiums

- 606 -unit condominium in Miami under construction
- 464 – unit conversion from rental to condominium under construction
- 495 – unit condominium in Aventura currently in preconstruction

##### Hospitality

- 5-star hotel and condominium in Fort Lauderdale in preconstruction. Seventeen large condominiums and eighty-one hotel keys.
- Residential and hotel project in West Palm Beach in preconstruction. Number of units still undetermined.

##### HOA

- Six renovation projects in Miami Beach and Miami for the Homeowner’s Associations

##### Retail/Office

- Renovation and Expansion of the Shops at Bal Harbour, portions in design and portions in construction.

## Team Resumes

- Management of ten retail units across Florida, Texas, Tennessee, and Georgia, a few under construction and the balance in preconstruction.
- 60,000 sf Office and Retail project at Miami World Center currently in preconstruction

### Loan and Equity Due diligence and Advisory.

- Hotel and Condominium in Turks and Caicos
- 29-unit Condominium development in Sarasota Fl
- 201-key Hotel in West Palm Beach
- 287-unit Condominium and 171-unit multi-family in West Palm Beach

### Other

- 40 acre master planned development with single family homes and equestrian amenities in Wellington Fl.
- The one-acre park at Miami World Center in close-out

## **Completed Projects**

### Master Planned Development

#### At Miami Worldcenter

- 27-acre Infrastructure upgrades, sitework and landscaping surrounding the development.
- 275,000 sf core and shell retail space
- 2,000 parking spaces in 2 garages
- Caoba – 444 residential building
- 564-unit Paramount condominium
- \$5M art program

#### Residential multi-family

- 300-unit multi-family project. Plantation
- Advisory and monitoring of four (4) 300–400-unit luxury rental apartment buildings. In Plantation FL, Boca Raton, Pembroke Pines, and Doral on behalf of the capital partner.
- 457-unit multi-family in West Palm Beach currently in construction

#### Residential Condominium

- Paramount - 95-unit luxury condominium and automated parking system, Fort Lauderdale.
- The Bristol – 69-unit luxury condominium. West Palm Beach
- Nautilus - 330-unit condominium in Lake Shore Florida

#### Hospitality

- Ocean Club – 52-room renovation and pool. Hartford Wing of the iconic Ocean Club. Nassau Bahamas

#### HOA

- Automated Parking System retrofit. Miami
- Multiple projects consisting of façade, pool deck and MEPS upgrades and 558 corrective work.

#### Retail/Office

- Aetna office renovation – 65,000 renovation including Base Building modifications within the Plantation Walk project.

#### Other

- Development Management. Lyford Cay Club renovation. Nassau Bahamas.
- Expert Witness for single family home, Brightline train station in Miami.
- Advisory and estimating services for Miami Freedom Park stadium in Miami.

## Jon P. Gott

kgott@squareedgeinc.com • 305-979-2989

### Senior Project Manager

- Senior Project Manager & Licensed Architect with 15+ years of experience.
- Strong technical skills, project strategist, proven communicator, and problem solver.
- Experience with Concept and Preliminary Design Management, Zoning Analysis, Entitlements & Site Plan Approvals, and leading projects through complex permitting processes. Adaptive reuse of existing structures, and preservation of historic buildings.
- Proficient in Contract Administration, Life Safety Design, cross trade coordination and MEP systems coordination.
- Held senior positions with Multinational AEC firms. Positions ranged from Project Manager, Senior Architect & Associate. Accomplishments include Design Project Management and Construction Administration of luxury condominiums, hotels, apartment buildings, distribution facilities, retail stores and municipal projects.
- Extensive construction administration experience, serving as the connection between construction methods and the design intent.
- Able to mediate between contractors and project stakeholders to maintain design integrity , schedule and hold contractor accountable.

---

#### Expertise

**Project Management:** Design Management, Value Engineering, Multidisciplinary Team Management  
**Technical Tools:** Newforma, Procore, Plangrid, Blue Beam, MS Project, MS Office, Revit, Autocad,

---

#### Experience

##### Completed/In Progress Projects:

###### Commercial

- Retail, Bal Harbour Shops FL. 104,000 sf retail expansion over existing mall facility including restaurant uses and rooftop parking.
- Retail & Warehousing, Imeca Lumber & Hardware, Multiple locations in FL, TX, GA, TN. comprising of standalone 12,000 sf retail/warehouse facilities & 33,000 sf distribution hub.
- Retail and Themed Entertainment, Lake Buena Vista, FL. Realignment of existing special amusement facility.

###### Hotel/Residential

- 600 Miami World Center, Miami FL. 606-unit, 562,000 sf multifamily condo/hotel development.
- 910 SE 17<sup>th</sup> Hotel, Ft Lauderdale FL. Concept and planning for 300+ key dual branded hotel development.
- Yotel + Yotel Pad, Miami FL. 222-key micro unit + 208 unit condo/hotel development in Downtown Miami.
- Ritz Residences, Miami Beach, FL. 111-unit, Ritz Carlton managed luxury condominium, adaptive reuse of former hospital facility.
- AC Hotel, Miami Beach FL. 150-key, 160,000 SF hotel on existing site with below grade parking.
- Washington Park, Miami Beach FL. 181-key, 51,000sf rehabilitation of 4 existing hotels and 1 new build hotel on assembled lot.
- Manor at Miramar, Miramar FL. 393-unit, 746,000 sf multifamily development with retail liner units & structured parking.

###### International Experience: United Kingdom

- Project architect for various historical residential rehabilitation projects for the London Estates, along with new build speculative offices, and retail grocery facilities. Project highlights include adaptation of Wholefoods Market corporate guidelines for UK market, and construction of 10,000 SF grocery store buildout for Wholefoods Market within historic Piccadilly, Central London.

---

#### Education/Certifications

BArch (Hons) Architecture Class of 2009	Edinburgh University – Edinburgh College of Art, UK
PGDipArch Architectural Preservation 2010	Edinburgh University – Edinburgh College of Art, UK
Registered Architect – State of Florida	Florida DBPR AR1000089
National Council of Architects Certified	NCARB 94183
Architects Registration Board United Kingdom	ARB 079562C

# TYLin

## Key Personnel



### Chris Ruiz, PE, SE

#### PRINCIPAL-IN-CHARGE

Chris Ruiz joined TYLin in 2010 as a structural engineer and was promoted to Principal in 2023. He has 18 years of experience in the industry and covers a wide range of project types, including educational, institutional, residential, commercial, mixed-use, and parking structures. He has experience with a variety of building materials including reinforced and post-tensioned concrete, steel, wood, and masonry. A South Florida native, Chris currently lives in Bethesda, Maryland.

#### PROJECT EXPERIENCE

##### **Huizenga Park Capital Project | Fort Lauderdale, FL**

Design and construction administration services of the revitalization of Huizenga Park in Fort Lauderdale.

##### **Jacksonville Riverfront Plaza | Jacksonville, FL**

A new downtown park featuring interactive play areas, elevated walkways, sculptural public art, and architecturally exposed concrete pavilions connecting to the Main Street Bridge.

##### **Vizcaya Museum, Village, and Gardens Restoration and Adaptive Re-Use | Miami, FL**

Design of structural supports for hurricane-resistant glazing and main entry at a historic museum; evaluated and provided repair recommendations for Vizcaya Gardens and contributed to ongoing restoration at Vizcaya Village.

#### YEARS OF EXPERIENCE

18 Years

#### YEARS WITH TYLIN

15 years

#### EDUCATION

ME, Structural Engineering, University of Florida, 2006

BS, Civil Engineering, University of Florida, 2005

#### LICENSE

Registered Professional Engineer in FL #70703, DC, DE, MD, MS, NC, VA

Structural Engineer in IL

#### PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction (AISC), Member



### Colin Doyle, PE

#### PROJECT MANAGER

Colin Doyle joined TYLin's New York office as an engineer in 2010. In 2022, Colin returned to TYLin to work in the Washington, DC office as a Senior Project Engineer, after working for several years at an engineering firm focusing on federal work with the Department of Defense (DoD), Department of Defense Education Activity (DoDEA), and Department of Veterans Affairs (VA), as well as themed entertainment work at both Universal Studios Florida and Disney World.

#### PROJECT EXPERIENCE

##### **Huizenga Park Capital Project | Fort Lauderdale, FL**

Design and construction administration services of the revitalization of Huizenga Park in Fort Lauderdale.

##### **Jacksonville Riverfront Plaza | Jacksonville, FL**

A new downtown park featuring interactive play areas, elevated walkways, sculptural public art, and architecturally exposed concrete pavilions connecting to the Main Street Bridge.

##### **The Biggs Museum of American Art (BMAA) | Dover, DE**

Conducted structural assessments and feasibility studies for BMAA's 22,500 sf facility and historic buildings, contributing to master plan concepts for renovation and adaptive reuse.

#### YEARS OF EXPERIENCE

14 Years

#### YEARS WITH TYLIN

4 Years

#### EDUCATION

MS, Civil Engineering, Villanova University, 2010

BS, Civil Engineering, Villanova University, 2009

#### LICENSES

Registered Professional Engineer, FL #77861, DC, DE, MD, PA

#### PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction (AISC), Member Structural Engineers Association - Metropolitan Washington (SEA-MW), Member



# MICHAEL CARR

PE, LEED AP

Associate Principal  
Site/Civil Engineering

### Education

- B.Sc., Civil Engineering, Pennsylvania State University

### Professional Registration

- Professional Engineer (PE) in FL

### Certifications/Accreditations

- LEED AP
- 40-hour HAZWOPER OSHA
- Nuclear Moisture Density Gage Certified (NMDGC)
- Florida Qualified Stormwater Management Inspector (FQSMI)

### Affiliations

- Urban Land Institute
- NAIOP
- ICSC

Mr. Carr has more than 20 years of site/civil engineering project experience. His specialization includes site engineering, hydraulics and hydrology, storm drainage, water distribution systems and sanitary sewerage (including Low Head Pressure systems, gravity, and pump stations) conveyance design. Mr. Carr's expertise includes land development design for sites of new commercial and residential development and redevelopment, regulatory permitting processes, and construction support and coordination.

### Selected Projects

- Huizenga Park, Fort Lauderdale, FL
- Markham Park Target Shooting Range, Sunrise, FL
- Amphitheater at MetroZoo, Miami, FL
- Padel Sports Facility at SoleMia, North Miami, FL
- City of Homestead Wittkop Park, Homestead, FL
- City of Miami Colonial Drive Park Corrective Action Plan, Miami, FL
- Palm Beach Polo and Country Club Improvements, Wellington, FL
- Broward County Courthouse Parking Garage, Fort Lauderdale, FL
- City of Hallandale Beach SW Quadrant Hydrogeological Services, Hallandale Beach, FL
- City of Lauderhill NW 47th Avenue Improvements, Lauderhill, FL
- City of Lauderhill Engineering Standards Update, Lauderhill, FL
- City of Fort Lauderdale Mola Avenue Flood Resiliency, Fort Lauderdale, FL
- U.S. Border Patrol at Dania Beach, Dania Beach, FL
- Bonefish Grill Las Olas Boulevard, Fort Lauderdale, FL
- Lago Mar Resort, Fort Lauderdale, FL
- Paseo del mar, Fort Lauderdale, FL
- First Baptist Church, Fort Lauderdale, FL
- Mr. C Hotel and Residences, Fort Lauderdale, FL
- Lauderdale Marine Center, Fort Lauderdale, FL
- Raintree Riverwalk Offsite Improvements, Fort Lauderdale, FL
- Whole Foods Market, Fort Lauderdale, FL
- New River Drive Assisted Living Facility, Fort Lauderdale, FL
- Elan Maison, Fort Lauderdale, FL
- 2980 W SR 84 Development, Fort Lauderdale, FL
- 1800 SW 34 Street Parking Expansion, Fort Lauderdale, FL
- Central Broward Logistics, Fort Lauderdale, FL
- Geosynergy Lake Fill, Fort Lauderdale, FL
- Bell Heli Building, Fort Lauderdale, FL

**Team Resumes**



# ROGER A. ARCHABAL

PE

**Principal  
Geotechnical Engineering**

**Education**

- M.Sc., Civil Engineering (Geotechnical ), University of New Orleans
- B.Sc., Civil Engineering, Arizona State University

**Professional Registration**

- Professional Engineer (PE) FL, LA, NV, NY

**Affiliations**

- American Society of Civil Engineers (ASCE) – Past Executive Board and Miami-Dade Chapter President
- Leadership Miami - Greater Miami Chamber of Commerce - Executive Committee
- Urban Land Institute (ULI)
- Design Build Industry Association (DBIA)
- Committee Lead Chairperson, Langan’s Annual Corporate Geotechnical Workshop

Mr. Archabal has more than 32 years of geotechnical engineering experience. He has practiced in numerous and varied geological regions throughout the United States and abroad. The majority of his career emphasis has been in Florida and the Gulf of Mexico regions, he has also practiced extensively across Central American and the Caribbean. Mr. Archabal is experienced in all aspects of geotechnical engineering, with a particular emphasis on difficult foundations in coastal environments. He has performed hundreds of geotechnical explorations of varied size and scope including single story and high-rise buildings for residential, commercial, and institutional developments; park and recreation facilities; retaining walls; marinas and port facilities; large-diameter storage tanks; underground utilities; transmission towers; roadways; airports; bridges; and earth structures.

**Selected Projects**

- Huizenga Park, Fort Lauderdale, FL
- City of Oakland Park Stevens Park, Oakland Park, FL
- City of Fort Lauderdale North Fork Riverfront Park, Fort Lauderdale, FL
- LegoLand Roof Structure, Winter Haven, FL
- West Pines Soccer Park Field Renovation, Hollywood, FL
- Tidal Cove at Turnberry Isle, Aventura, FL
- Glades Pioneer Park, Belle Glade, FL
- Markham Park Target Shooting Range, Sunrise, FL
- Village of Key Biscayne Recreation Center, Key Biscayne, FL
- 1155 Collins Avenue, Miami Beach, FL
- 151 at Biscayne Condo, North Miami Beach, FL
- 1836 Biscayne Boulevard, Miami, FL
- 250 S. Beach Road, Jupiter, FL
- 230kV Transmission Powerline, Beverly Hills, FL
- 300 Banyan Boulevard and 301 Clematis Street, West Palm Beach, FL
- 300 S. Beach Road, Jupiter, FL
- 3047 Biscayne Boulevard, Miami, FL
- 41858 Hollywood Boulevard, Hollywood, FL
- 48- to 30-inch Diameter Force Main, New Orleans, LA
- 4th Bridge over the Panama Canal, Panama City, Panama
- 6747 Collins Avenue, Miami Beach, FL
- 75 SW 15th Road, Miami, FL
- AC Hotel, Miami, FL
- American Airlines Arena, Miami, FL
- Anguilla Activity Park, Anguilla
- Antigua Cove at Little Harbor, Ruskin, FL
- Atlantic Plaza, Delray Beach, FL
- Aventura Medical Center, Aventura, FL
- Avondale Shipyard, Westwego, LA



**Michael Temple**  
CID, CIC, CLIA, CGIA, CLWM, LEED AP  
Project Manager

### Summary

Mike is a Certified Irrigation Designer, Certified Irrigation Contractor, Certified Landscape Irrigation Auditor, Certified Golf Irrigation Auditor and Certified Landscape Water Manager (Irrigation Association: Washington, DC), is a USGBC LEED AP (U.S. Green Building Council: Washington, DC) and is also a US EPA WaterSense Partner (U.S. Environmental Protection Agency: Washington, DC). Working in the irrigation industry since 1992, Mike has experience in irrigation system maintenance, installation, distribution, management, and design. This experience has been with systems of varying complexity from small, simple systems to large, very complex systems, multiple water source analysis and implementation, as well as rain and storm water collection modeling and design. Mike has spent his career focused on water conservation in irrigation including being a member of the Irrigation Association Certification Board from 2007-2014 (Chair 2013) and Technical Advisor to the board from 2015-2019.

Mike brings his knowledge of irrigation and water conservation paired with his horticultural background to Hines to further the Hines goal of providing innovative and water saving solutions to irrigation. Mike enjoys integrating sustainable solutions into the design process of unique projects by working closely with the design team throughout the project. He has extensive experience in designing water-efficient irrigation systems for LEED projects, often including water-harvesting.

### Project Experience

Irrigation Master Planning for Large Planned Communities  
Infrastructure Coordination with MEP & Civil Teams  
Water Capture, Storage, Treatment & Reuse

Primary responsibilities include working closely with project owner & design team to develop cost effective, conservation-minded approaches to the wise stewardship of irrigation water resources. Mike has managed the irrigation design of many large municipal projects such as high schools, streetscapes and city parks, state and federal government projects, golf courses, universities, and master planned communities.

### Education

1996 – Bachelor of Science in Horticulture, Auburn University  
1998 - Certified Landscape Irrigation Auditor  
2000 - Certified Irrigation Designer – Residential, Commercial, Golf Course  
2001- Certified Irrigation Contractor  
2001– Certified Golf Irrigation Auditor  
2008 – Certified Landscape Water Manager

### Related Skills and Experience

Knowledgeable in soil-plant-water relationships, pumping and hydraulics  
Field experience  
Proficient in AutoCAD and Microsoft Office products

### Professional Organizations

Irrigation Association (IA)

Team Resumes

Professional Resume  
**TYLER CHAPPELL**

Education

Texas Christian University- Fort Worth, Texas, Bachelor of Science, August 1997, Environmental Science

Summary

Mr. Chappell's capabilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting, mitigation design, and mitigation monitoring. Mr. Chappell has performed a number of endangered and threatened species surveys, jurisdictional determinations, and environmental monitoring reports. Mr. Chappell has also conducted construction compliance inspections including turbidity monitoring for wetland and coastal projects. He has over twenty years of experience in many types of environmental permitting, including residential docks, marinas and coastal development.

Professional Experience:

VICE PRESIDENT

APRIL 2005 – PRESENT

***The Chappell Group, Inc. Pompano Beach, Florida***

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands. Construction compliance inspections including turbidity monitoring for wetland and coastal projects.

DIRECTOR, ENVIRONMENTAL SERVICES

JANUARY 1998 – APRIL 2005

***Craven Thompson & Associates, Inc. Fort Lauderdale, Florida***

Responsibilities include wetland jurisdictional determinations, environmental feasibility studies, seagrass surveys, gopher tortoise surveys, environmental permitting with all agencies, mitigation design, and mitigation monitoring. Residential and commercial marina permitting and design including all aspects of sovereign submerged land regulations with the Division of State Lands.

Partial List of Projects:

- Pembroke Road over I-75, Pembroke Pines/Miramar, FL
- Palm & Hibiscus Islands, Miami Beach, FL
- Port Everglades Wetland Enhancement, Port Everglades, FL
- Fort Lauderdale Force Main Crossings, Fort Lauderdale, FL
- West Side Dry Retention at the FLL Airport, Fort Lauderdale, FL
- NE 10<sup>th</sup> Street Extension, Fort Lauderdale, FL
- Sheridan Street, Pembroke Pines, FL
- Comcast Intracoastal Waterway, Hollywood, FL
- Port Everglades Turning Notch Expansion, Port Everglades, FL
- Hiatus Road Improvements, Sunrise, FL
- River Oaks Stormwater Preserve, Fort Lauderdale, FL
- Chapel Trail, Pembroke Pines, FL
- Hollywood North Beach Mooring Field, Hollywood, FL
- Port Everglades Turning Notch, Port Everglades, FL
- Sample Road Crossing, Lighthouse Pointe, FL
- Hollywood Directional Bore, Hollywood, FL
- Dania Beach Waterfront Revitalization, Dania Beach, FL
- Miramar Regional Park, Miramar, FL
- North Fork Riverfront Park, Fort Lauderdale
- Port Everglades Bridge/FPL Discharge Canal, Port Everglades, FL
- Broward County Mitigation Monitoring, BC Waste & Recycling Services, FL
- Ravenswood Bridge Improvements, Dania Beach, FL
- SW 145<sup>th</sup> Avenue, Miramar, FL



714 East McNab Road  
Pompano Beach, Florida 33060  
Ph: (954) 782-1908, ext. 300  
Fax: (954) 782-1108  
[tyler@thechappellgroup.com](mailto:tyler@thechappellgroup.com)  
[www.thechappellgroup.com](http://www.thechappellgroup.com)



**EDWARD BUQUO, PE**

Project Manager | Electrical Engineer

**BACKGROUND**

Edward is an accomplished project engineer with proven expertise in engineering projects to meet client needs and budgetary requirements. He is always ready to drive success with a focus on collaboration and project excellence.

**EXPERIENCE**

**City of Riviera Beach Marina District South Redevelopment, Riviera Beach, Florida**

Redevelopment of the Riviera Beach Marina District. \$38 million / 36,488 sf / LEED NC v2009 Silver Certified'

**Washington Park Community Center, North Miami Beach, Florida**

One-story community center, basketball, pool building, and site. 13,000 sf

**Sunrise Municipal Complex, Sunrise, Florida**

100,000 sf city hall building, water park, amphitheater and parking garage. \$45 million / 371,000 sf

**Boca Raton Continuing Services, Boca Raton, Florida**

MEP/FP engineering services since 2015 for multiple projects at the City of Boca Raton.



**EDUCATION**

University of Florida  
B.S., Electrical Engineering  
2006

**YEARS OF EXPERIENCE**

TLC: 8 years  
Prior: 4 years

**REGISTRATIONS**

PE FL 92415

**ERICK GONZALEZ, PE, LEED AP**

Principal-in-Charge | Senior Mechanical Engineer

**BACKGROUND**

Erick is an experienced professional who excels at overseeing multi-site operations and driving excellence in projects. He possesses expertise in strategic planning, team leadership, and process optimization, with a strong focus on enhancing operational efficiency and achieving project goals.

**EXPERIENCE**

**Huizenga Park Capital Project, Fort Lauderdale, Florida**

Design, engineering, and construction for a reimagined, reactivated, and reclaimed Huizenga Park.

**City of Riviera Beach Marina District South Redevelopment, Riviera Beach, Florida**

Redevelopment of the Riviera Beach Marina District. \$38 million / 36,488 sf / LEED NC v2009 Silver Certified'

**City of Hallandale-Sunrise Park, Hallandale, Florida**

A 2,000 sf park building, security lighting, plus park site lighting.

**Deerfield Community Center, Deerfield Beach, Florida**

A 2400 SF single level community center and associated amenities.



**EDUCATION**

Florida International University  
M.S., Engineering-Construction  
Management, 2008  
University of Havana, B.S.,  
Mechanical Engineering, 1994

**YEARS OF EXPERIENCE**

TLC: 14 years  
Prior: 16 years

**REGISTRATIONS**

PE FL 53848



**ANIEL FERNANDEZ, PE, LEED AP**

Senior Mechanical Engineer

**BACKGROUND**

Aniel brings unparalleled expertise to TLC as a Principal focusing on high-performance engineering and commissioning. As a Senior Engineer, Aniel carefully coordinates the efforts of the engineering team and communicates regularly with clients.

**EXPERIENCE**

**City of Riviera Beach Marina District South Redevelopment, Riviera Beach, Florida**

Redevelopment of the Riviera Beach Marina District. \$38 million / 36,488 sf / LEED NC v2009 Silver Certified'

**Deerfield Community Center, Deerfield Beach, Florida**

A 2400 SF single level community center and associated amenities.

**Weston Tennis Center, Weston, Florida**

Adding four (4) Pickle Ball courts (equivalent to 1 Tennis Court) and two (2) Paddle Ball courts including Sports Lighting and renovate the existing restrooms and replace the existing retail track lighting in the pro shop



**EDUCATION**

University of Havana  
B.S., Mechanical Engineering  
1994

**YEARS OF EXPERIENCE**

TLC: 12 years  
Prior: 18 years

**REGISTRATIONS**

PE FL 66841

**DR. RALPH BAEZA, PE, LEED AP**

Senior Electrical Engineer

**BACKGROUND**

Ralph has extensive experience designing sophisticated mechanical management systems. He focuses on, not only the initial building systems design, but also on the long-term functionality and efficiency for the users of the buildings. Ralph is a strategic thinker with a track record of delivering high quality projects.

**EXPERIENCE**

**Huizenga Park Capital Project, Fort Lauderdale, Florida**

Design, engineering, and construction for a reimagined, reactivated, and reclaimed Huizenga Park.

**City of Miami Gardens Bunche Park, Miami, Florida**

New two-story recreation center with a multipurpose gymnasium and basketball court. \$3.5 million / 20,000 sf

**Coleman Park Community Center, West Palm Beach, Florida**

Renovation and addition of new gymnasium floor area. 8,500 sf

**City of Miami Gardens Betty T. Ferguson Park, Miami Gardens, Florida**

Renovations to Ferguson Park, including lighting, bathrooms, and exterior canopy.



**EDUCATION**

Liberty University  
Ph.D., Business Administration in  
Organizational Leadership, 2017  
Liberty University  
Ph.D., Engineering

**YEARS OF EXPERIENCE**

TLC: 18 years  
Prior: 25 years

**REGISTRATIONS**

PE FL 42641



## Isel Munoz

Director of CEI Services

Isel Muñoz is a seasoned Project Administrator with over 19 years of experience in the CEI (Construction Engineering and Inspection) field. He recently completed the \$18 million SR 25/US 27 project for FDOT in Palm Beach County and successfully led the \$4 million State Road 15 Resurfacing Project from South of Morgan Road to South of Shirley Drive in Pahokee. As Assistant Project Administrator, he contributed to the SR 985/SW 107th Avenue project, which was recognized as "Best in Urban Construction" by FTBA in 2018.

Isel's expertise spans concrete pavement rehabilitation, milling and resurfacing, ADA compliance, safety modifications, bridge structure testing, temporary traffic control, traffic signal upgrades, drainage improvements, roadway construction and widening. He has extensive experience with FDOT construction software packages, including Project Solve, Primavera, Engineering Menu, PRC, eDocs/Hummingbird, and MAC.

Additionally, he excels in managing progress and final estimates, conducting CPM schedule reviews, preparing supplemental contract agreements, work orders, and Engineer's Estimates. Known for his strong communication skills, Isel effectively collaborates with team members, FDOT, contractors, and the public. He provides clear guidance to contractors while upholding quality standards and ensuring compliance with contract documents.

## Education

2003

Bachelor of Arts in - Business Administration

Warner Southern University

## Licenses

- Asphalt Paving Level 1
- Asphalt Paving Level 2
- Drilled Shaft Inspection
- Earthwork Construction Inspection Level 1
- Earthwork Construction Inspection Level 2
- Final Estimates Level 1
- Final Estimates Level 2
- Pile Driving Inspection
- QC Manager
- IMSA Traffic Signal Inspector for Advance Technologies
- Stormwater Management Inspector
- ADVANCED MAINTENANCE OF TRAFFIC (MOT)
- OSHA 10HRS Construction
- FHWA Sustainable Pavement Materials Training
- FHWA Signing, Striping, and Maintenance Treatment Training

## Expertise

- Project Administration & Management
- Construction Engineering & Inspection (CEI)
- Technical Expertise in Construction Software
- Regulatory Compliance & Safety
- Inspection & Quality Control
- Contract & Estimate Management
- Team Leadership & Communication

## Experience

### State Road 15 Resurfacing Project, March 15, 2020 - Sept. 10, 2020

Resurfacing, Restoration and Rehabilitation as Senior Inspector/ Associate PA. This project entails the resurfacing, restoration, and rehabilitation of State Road 15, a rural two-lane road that connects the City of Pahokee and the City of Belle Glade. Scope of Work: Work included roadway resurfacing from south of Morgan Road to south of Shirley Drive, guardrail replacement, and installation of new signage and pavement markings. Located in the Glades Region of Palm Beach County, the project limits extend from south of Morgan Road to south of Shirley Drive. The north-south corridor is primarily surrounded by agricultural land and is heavily used by trucks and farming machinery. Construction Cost: \$3,861,123

### DISTRICT 6: SR 985/SW 107 Avenue from SW 8 Street to West Flagler Street. June 2016 to May 2018

Reconstruction and widening as Senior Inspector/ Associate PA that includes mast arms replacement, signing and pavement markings. Project Completed 100 Days Ahead of Schedule. The project limits extended along SR 985/SW 107 Avenue from SW 1100 Block to north of West Flagler Street. This project started on June 13, 2016, and featured approximately \$18.2 million in roadway, drainage, pedestrian and signalization enhancements that included: Widening and reconstructing the roadway to provide additional travel lanes • Installing southbound and northbound dual left turn lanes on SR 985/SW 107 Avenue at the intersection of SW 8 Street • Replacing the bridge across the Tamiami Canal at SR 985/SW 107 Avenue • Repaving and restriping the roadway • Installing new traffic signals, traffic signs and street lighting • Upgrading the drainage system • Replacing water main • Upgrading pedestrian ramps • Installing new curb, gutter and sidewalks • Installing new medians and modifying existing medians. FTBA URBAN PROJECT OF THE YEAR 2018

### DISTRICT 6: SR 90/US 41/SW 8 Street Adaptive Signal Control Technology (Pilot Project). March 2016 - April 2017

Senior Inspector/Team Leader for (FDOT) Pilot project Adaptive Signal Control Technology (ASCT). The new advanced system deployed at 29 intersections along SR 90/US 41/SW 8 Street from SW 67 Avenue to SW 142 Avenue. This ASCT pilot project included the installation of traffic sensors at each designated intersection. The new technology adjusts signal timing based on traffic demand to optimize traffic operations along the corridor. This project will cost an estimated \$3.8 million. **Scope:** Installation of traffic sensors at multiple intersections along SR 90/US 41/SW 8 Street from SW 67 Avenue to SW 142 Avenue. Awarded an "Outstanding Achievement Award" from the Intelligent Transportation Society of Florida (ITS Florida).

### The Corradino Group CEI | FDOT District 4 Maintenance Office (In House) September 2014 – March 2015

Role: Senior Roadway Inspector

Performed field inspections on FDOT roadways to assess repair and maintenance needs, ensuring compliance with specifications and safety standards. Oversaw contractor work orders, monitored progress, and enforced quality adherence. Prepared daily reports and managed payment documentation to support project efficiency and accuracy.

### I-95 Widening Project Mobility 2000

May 2006 – January 2009

Conducted MSE wall inspections and material testing to ensure compliance with FDOT specifications and project requirements. Documented daily progress, monitored Maintenance of Traffic (MOT) plans for safety compliance, and supported the I-95 widening from six to ten lanes over 20.1 miles. Assisted in nine construction projects, including bridge replacements, ramp modifications, drainage improvements, retaining walls, and communication systems.

**Team Resumes**



**Wesley C. Foster P.E, S.I, M.B.A**  
Principal Engineer



**Education**

2018

Master of Business Administration (MBA)  
*Louisiana State University (LSU),  
Shreveport, LA*

2013

Master of Engineering – Civil Engineering  
*University of Florida (UF), Gainesville, FL*  
2012

Bachelor of Science in Civil Engineering  
*University of Florida (UF), Gainesville, FL*

**Licenses**

- Registered Professional Engineer, #83239, Florida
- Registered Special Inspector, #83239, Florida
- Florida Engineering Leadership Institute (FELI) of 2017
- PTI – Post Tension Inspector – Level I/II
- ACI – Concrete Construction Special Inspector
- ACI – Concrete Field Certified
- ICC – Structural Steel and Bolting Special Inspector
- ICC – Structural Masonry Special Inspector
- ICC – Soils Special Inspector

**Expertise**

- Geotechnical Engineering
- Structural Inspection & Analysis
- Quality Control & Testing (Asphalt, Concrete, Earthwork, Aggregates)
- Project Management
- Stormwater Management
- Radiation Safety & Training
- Contract Management

**Affiliations**

- American Society of Civil Engineers (ASCE)
- Florida Transportation Builders' Association (FTBA)
- Florida Engineering Society (FES)
- American Concrete Institute (ACI)
- International Code Counsel (ICC)
- Post-Tensioning Institute (PTI)

With over a decade of experience in geotechnical engineering, Mr. Foster brings extensive expertise to the Florida Private Provider sector, specializing in subsurface exploration, soil testing, and geotechnical evaluations. His portfolio spans both public and private projects, with a strong focus on Florida's diverse and challenging construction environment. His responsibilities include overseeing code compliance, managing subsurface investigations, conducting laboratory assessments, and coordinating geotechnical engineering services. Additionally, he plays a critical role in contract administration, ensuring seamless execution of construction material testing, inspections, and geotechnical reporting.

Mr. Foster's expertise extends to contract management within geotechnical engineering, private provider plan reviews, threshold building inspections, and construction material testing. He has successfully led operations for companies specializing in geotechnical services, overseeing contract negotiations, budget management, and regulatory compliance. His experience includes managing Building Department contracts as both a primary and secondary consultant, ensuring adherence to contractual obligations while optimizing service delivery. As a licensed Professional Engineer and Special Inspector in Florida, he leverages his technical and managerial skills to streamline contract execution, maintain project efficiency, and ensure compliance with industry standards.

In addition to his geotechnical and contract management expertise, Mr. Foster has significant experience with transit infrastructure projects, including rail, bus rapid transit, and multimodal transportation developments. He has provided geotechnical engineering support, construction material testing, and inspection services for transit corridors, station developments, and structural improvements, ensuring compliance with stringent transit agency standards and specifications. His deep understanding of transit project requirements allows him to navigate the complexities of transportation infrastructure effectively, delivering solutions that enhance safety, durability, and operational efficiency.

**Experience**

**Cipriani Residences - Miami, FL**

Principal Engineer

Residences Miami is a residential condominium building in Brickell, with 80 stories and 405 luxury residences of 1 to 4 bedrooms, with amazing water and city views. This condo offers more than 18,000 square feet of commercial spaces, 1,650 parking spaces, 2,472 spaces for bicycles, super luxury amenities with 2 swimming pools, restaurants, cabanas, gym, the in-house Cipriani Services and much more. Mr. Foster served as the Private Provider and Project Administration responsible for providing Private Provider Plan Review and Inspections.

**FAU Schmidt Family Complex, Boca Raton - Palm Beach County**

Principal Engineer

The Schmidt Family Complex for Academic & Athletic Excellence at Florida Atlantic University (FAU) will be a state-of-the-art education and athletic facility which will include 121,000-sq.-ft. of new construction (offices, classrooms for the MBA Sport Management program, weight and training room, etc.), 20,000-sq.-ft. of locker room and support space to be renovated within the existing stadium, as well as construction of two new outdoor football practice fields. Mr. Foster served as the Private Provider, Threshold Inspector and Project Administration responsible for providing Geotechnical Engineering recommendations, Construction Material Testing, Vibration Monitoring, Floor Flatness/Levelness Testing, Threshold Inspections and Private Provider Plan Review and Inspections.

**Wynwood Square – Miami, FL**

Principal Engineer

The project consists of the construction of twelve (12) stories, approximately 612,192 square foot mix-use Development along with the associated site work. The development will also include concrete slabs, parking garage and associated underground utilities. Mr. Foster served as the Geotechnical Engineer and Project Administration responsible for reviewing the subsurface investigation, laboratory-testing, foundation design, engineering analysis, private provider inspection, threshold inspection, material testing and report preparation.

**Tab 5.**

# **Approach to Scope of Work**

## Overall Project Approach

### Our Vision.

The Perkins&Will Team's overall vision for implementation of the City of Fort Lauderdale's 2019 Parks Bond and Parks and Recreation System Master Plan is to partner with the City and community stakeholders to implement the network of resilient, inclusive, and ecologically rich parks that enhance community well-being, connect neighborhoods, protect Florida's natural heritage, and serve as essential infrastructure for climate adaptation and equitable access to outdoor spaces.

A specific set of guiding principles to ensure successful project outcomes related to our project vision are identified below. These guiding principles also reinforce overall park system goals identified in the City of Fort Lauderdale's 2016 Parks and Recreation System Master Plan (PRSMF).

The Guiding Principles to reinforce our project team's defined vision include:

#### 1. Park Equity & Accessibility

- Prioritize historically underserved communities for new and enhanced green spaces.
- Design for universal access, removing physical and social barriers to park use.
- Ensure every resident lives within a 10-minute walk of a quality park.

#### 2. Ecological Park Stewardship

- Utilizing the Perkins&Will Living Design Framework we look to create regenerative parks that respond to the unique ecological characteristics of each park.
- Protect and restore Florida's native ecosystems—wetlands, pine flatwoods, coastal hammocks, and urban tree canopies.
- Use nature-based solutions to manage stormwater, mitigate heat, and support biodiversity.
- Integrate parks into wildlife corridors, pollinator networks, and native planting zones.

#### 3. Climate Resilience in Parks

- Design parks as green infrastructure to absorb stormwater, resist hurricanes, and provide cooling during heat waves.
- Incorporate floodable landscapes, resilient materials, and redundant systems that keep parks usable after major storms.
- Use parks to educate the public on climate adaptation and sustainability.

#### 4. Community Health & Wellness

- Promote active living with trails, fitness zones, and safe walking and biking paths.
- Address mental health by creating peaceful, restorative landscapes and sensory-rich experiences.
- Provide clean, shaded, and accessible outdoor environments for all ages and abilities.

#### 5. Cultural Identity & Community Ownership

- Reflect the history, culture, and diversity of each neighborhood in the design of parks.
- Support local art, storytelling, and cultural programming through flexible park spaces.
- Foster a sense of stewardship and pride through community-led planning, design, and maintenance partnerships.

#### 6. Park Connectivity & Smart Growth

- Integrate parks into the multi-modal transportation networks, linkages to schools, civic centers, and greenways.
- Create "green spines" that link natural areas, urban parks, and waterfronts.
- Use data-driven planning and smart technologies to enhance safety, efficiency, and responsiveness in park design and management.



East of the River Service Area Park Master Plan

## Our Methodology

Our overall methodology to implement the City of Fort Lauderdale’s 2019 Parks Bond and Parks and Recreation System Master Plan is guided by a systems-based regenerative park approach structured across five iterative stages.

### 1. Park Design Priorities:

The first stage focuses on understanding existing conditions within the current parks to inform strategic project implementation. This involves a thorough review of existing data and site surveys to identify opportunities and constraints. Universal goals such as equity, access, resilience, biodiversity, recreation, and health are established. These goals are aligned with comprehensive plans, climate adaptation strategies, and urban forestry objectives. We determine which parks can be approached with standardized design templates and which require custom solutions.

### 2. Community + Context Discovery:

This stage emphasizes place-specific understanding through local research and community engagement. Community sessions are hosted for each neighborhood, cultural narratives and histories—especially those of BIPOC and underserved communities—are mapped, and environmental field studies are conducted, focusing on aspects such as wildlife, tree canopies, and soil conditions. We will utilize our PRECEDE tool to access health, socioeconomic, and environmental data to improve park specific design outcomes to create a healthier built environment. We also assess access and mobility gaps, as well as compatibility with adjacent land uses.

## Overall Project Approach

### 3. Site-Specific Concept Development:

At this point, we translate the gathered data, feedback, and overarching vision into distinct, community-driven park designs. This process includes incorporating insights from the community engagement, holding rapid prototyping workshops or public design charrettes, and adapting programs to match the site's scale, budget, and ecological profile. Our Living Design Framework will provide each park design with a roadmap to increased ecological health with nature based solutions to build resilience and support climate adaptation. Feedback loops with city agencies and the public support iterative refinement of park plans.

### 4. Define Modular Park Design Framework:

We then develop a flexible design toolkit to support streamlined execution across multiple sites. This includes creating standardized design modules such as playground units, shade structures, stormwater features, and fitness nodes. We also define material palettes, native and climate-resilient planting guidelines, and cohesive signage systems. Universal design templates and BIM/CAD standards support accessibility and design consistency. The toolkit integrates resilience-focused modules, such as floodable plazas, shaded zones, and hurricane-resistant structures.

### 5. Phased Implementation & Evaluation:

The final stage involves strategic construction and performance evaluation. Parks are developed in phases based on geography, priority, and funding. Cost estimates are aligned with available and potential funding sources. Each site is assessed for feasibility and capacity. We manage construction quality, timelines, and environmental impacts, and coordinate contractors. After opening, we conduct public outreach using surveys, usage data, and ecological monitoring to support continuous improvement and refinement of methodology for future park development.

## Collaboration

Collaboration is core to our Perkins&Will Team design process and leads to the most successful outcomes for community facing projects. Our collaborative approach for the delivery of the Parks and Recreation System Master Plan and Parks Bond Program is one that is open, transparent, and engaging. This approach will define stakeholders who have a shared set of goals to solve problems and define mutually supportive design outcomes.

With the stakeholders and City of Fort Lauderdale staff, we will collectively move through a rigorous design process, building consensus at each step in the process and create momentum for the implementation of the identified priority projects. We recognize there will be almost daily interactions between City of Fort Lauderdale and our Project Manager, and will define engagement with other staff at key touch points.

*Coconut Grove BID Master Plan Public Engagement*





**Upper Harbor Terminal Regional Park and Riverfront Trail:** UHT Park is designed to provide equitable access to the river and enrich the diverse North Minneapolis community.

Project Management

**We have experience developing inspiring plans that create frameworks and strategies for implementation.**



Perkins&Will is a global interdisciplinary design firm with a robust and proven record of successful project management across architecture and landscape architecture disciplines. In South Florida alone, we have completed construction administration on hundreds of projects since our inception in 1996. We offer expertise in managing complex urban design and public realm initiatives from **planning through implementation**.

Our experience includes leading current, high-profile urban design projects such as Huizenga Park in Downtown Fort Lauderdale, where we are providing full project management and construction administration services. This transformational public park is being revitalized to serve as a central civic hub for the city. James Phillips, our proposed Landscape Architecture Project Manager for this contract, serves as the Project Manager for Huizenga Park and is leading the effort through design and construction.

In addition, Perkins&Will is actively managing construction administration for the Jacksonville Landing/Northbank Riverwalk Lawn, a major public waterfront redevelopment project. James has a continued participation on this project, further demonstrating his capacity to manage large-scale, multidisciplinary efforts across multiple jurisdictions.

Our project management approach emphasizes proactive coordination, transparent communication, and accountability—ensuring projects are delivered on time, within budget, and to the highest standards of design quality. Our internal processes include milestone tracking, risk mitigation planning, and close collaboration with all consultants and contractors. While PMP certification is highly valued, our project managers are also supported by firmwide systems and resources that align with Project Management Institute (PMI) best practices.

Perkins&Will provided Project Management services for all of the experience listed in the Firm Qualifications section of this submission. We do not separate teams during phases in the design process. The core team proposed at the Project Management level will remain involved through implementation of this assignment. We are confident that our demonstrated supervisory capacity at the Project Manager level—combined with our extensive experience in similar scopes and environments—makes Perkins&Will exceptionally qualified to lead this effort successfully.

## Engagement Approach

**We believe in the power of the many voices, hands and ideas that go into city building.**

We believe it is important to begin every project not with answers, but with a process for enabling a collaborative, creative, and inclusive environment where experiences, expertise, and dreams can be shared freely.

We will work with you to design and facilitate a thoughtful engagement process that uncovers the diverse needs and goals of each citizen and agency through dialogue, storytelling, and accessible information-sharing. By engaging early and often with all communities within the City, we will work diligently to bring all voices to the table. - recognizing that some communities will be harder to reach.

### Our Principles for Engagement

(01)

**Identify who the most vulnerable communities are that the project will potentially impact.**

(04)

**Weight and prioritize input and criteria provided by vulnerable communities.**

(08)

**Acknowledge, document, and forgive mistakes.**

(02)

**Design outreach and engagement methods around the project's most vulnerable communities.**

(05)

**Be consistent with your messaging and tools.**

(09)

**Pay representative organizations and community leaders to provide focused input on methods and tools as well as test methods and tools before deploying.**

(03)

**Analog strategies and tools can be just as innovative and effective as digital tools.**

(06)

**Be creative!**

(07)

**Build trust by following up.**

Engagement Approach



Every community and neighborhood we work in is unique in its own way. The uniqueness of the neighborhoods in the City of Fort Lauderdale is vitally important to its success, and to its challenges. Understanding the values and true beauty within every community/neighborhood is to understand the people that live, work and create it. We are especially excited about the uniqueness of the Fort Lauderdale neighborhoods and the true character its residents and visitors create as a vibrant and energized areas in the City.

We are an experienced group of design professionals who are passionate about and committed to supporting social change and equity in planning and design to improve and enhance the lives of the individuals and families. We support design inclusivity and have extensive project experience working in diverse communities, where we have learned to apply the unique and special qualities of each into transformative ideas for the future.

We have prepared a Public Engagement Plan (PEP) as part of this submission. This engagement plan outlines our process, methodology and timeline for public engagement for this process. This PEP identifies how we will lead and assist the City of Fort Lauderdale with preparation of materials for public outreach activities, and will recommend tools and strategies we feel are the most effective for the

type of activity. We will outline how we prepare for public meetings, which will include; meeting instructions, roles and responsibilities matrix for logistics and meeting layout, and wayfinding graphics. The result of each activity includes data that will be compiled in a series of different formats depending on the stakeholder meeting format and audience.

**Translation of Community Engagement into Park Designs**

Our ability to translate community issues and opportunities into design ideas feeds our creative process. We will use adaptable spreadsheets to track and categorize the stakeholder data to convey the information into legible and understandable focus/topic areas. Many of our recently completed park projects (Fair Park, Bde Maka Ska, East of the River) utilized a similar data-tracking tool to document stakeholder input throughout the entire planning process with great success. We will also use various graphic approaches to communicate community and stakeholders' feedback during the various stages of the planning process to gather information, appropriately share ideas, and collaborate with the community.

We embrace the critical need to be fully engaged in efforts to invest, reinvest, and build positive, long-lasting outcomes for the communities we live and work in.



## Public Engagement Plan

### 1. Purpose and Vision

This comprehensive Public Engagement Plan outlines specific strategies and methods to engage the public, solicit feedback, and address concerns throughout the development and implementation of the City of Fort Lauderdale's Parks Bond and Master Plan Program. The project team is committed to facilitating a clear, inclusive, and accessible engagement process that reflects the priorities and aspirations of the community and facilitates meaningful community involvement in the decision-making process. Emphasis will be placed on inclusive and accessible outreach strategies designed to engage park and recreation facility users, neighboring residents, key stakeholders, and the broader community with its diverse needs.

### 2. Guiding Principles

- **Clarity and Accessibility:** All public communications will be clear, concise, and easily understandable by non-technical audiences.
- **Visual Communication:** Infographics, maps, renderings, and other visual tools will be used to make complex information more engaging and accessible.
- **Inclusivity and Equity:** Outreach efforts will be inclusive of Fort Lauderdale's linguistic, cultural, generational, and socioeconomic diversity.
- **Transparency:** The process will be transparent, with regular updates and public access to all relevant materials.
- **Innovation:** Non-traditional and creative outreach methods will be employed to broaden community participation and reduce engagement barriers.

### 3. Engagement Strategies

#### 3.1 Public Meetings and Workshops

Hosted in neighborhood or district-specific settings. Each session will:

- Present existing park conditions and opportunities.
- Share multiple conceptual alternatives.
- Facilitate feedback and community preferences.
- Final presentations will showcase "preferred" alternatives for each park or group of parks.

#### 3.2 Park Tours

- Park tours during design and construction

#### 3.3 Digital and Interactive Engagement

**Project Website:** A central hub featuring background materials, visuals, FAQs, and feedback tools. **Social Media Integration:**

- Facebook Live/Instagram Live Q&A sessions.
- Interactive polls and short-form video explainers.
- Maptionnaire - interactive mapping app

**Online Surveys:** Tailored questionnaires distributed via email, social media, and QR codes.

#### 3.4 Intercept Surveys and Pop-Up Events

Conducted at high-traffic areas (e.g., libraries, parks, transit hubs).

Designed for brief, spontaneous input gathering from diverse demographics.

#### 3.5 Community Partner Collaboration

Partner with:

- Neighborhood associations
- Schools and youth groups
- Faith-based and cultural organizations
- Empower local partners with toolkits to host their own mini-engagement events.

**4. Engagement Phases and Deliverables**

<b>Phase</b>	<b>Activities</b>	<b>Deliverables</b>
Phase 1: Launch & Awareness	Branding, website launch, outreach campaign	Project website, outreach materials
Phase 2: Input Collection	Community meetings, intercept surveys, digital surveys	Meeting agendas, outreach logs, survey data
Phase 3: Conceptual Design	Presentation of design alternatives	Renderings, community feedback summaries
Phase 4: Preferred Alternatives	Showcase final concepts with community validation	Final feedback sessions, visual exhibits
Phase 5: Final Reporting	Compilation of findings and recommendations	Final engagement summary report

**5. Deliverables**

- Comprehensive Public Engagement Plan (this document)
- Meeting Agendas for all workshops and presentations
- Meeting Summaries including key themes, quantitative data, and qualitative input
- Project Website with real-time updates, public materials, and input tools

**6. Stakeholder Prioritization**

Key stakeholder groups will include, but not be limited to:

- Neighborhood and homeowner associations
- Youth and senior advocates
- Environmental and recreational organizations
- Schools and education stakeholders
- Residents in underserved or underrepresented areas

**7. Evaluation and Continuous Improvement**

Public engagement will be continuously monitored and refined based on:

- Participation numbers and demographic spread
- Survey response rates
- Digital engagement metrics (website visits, social shares, comments)
- Feedback from stakeholders on process effectiveness
- Strategies will be adjusted in real time to improve inclusivity and impact.



**8. Expanded Public Engagement Benefits & Web Presence**

To align with Section 4.2.5.2 of the RFQ, this Public Engagement Plan includes targeted strategies designed to deliver identifiable community benefits, including placemaking, identity branding, sustainability, and climate resilience.

**Community Benefits Focus:**

- **Placemaking & Identity Branding:** Engagement activities will collect community stories, memories, and ideas that inform placemaking strategies. Parks will reflect neighborhood character and history through signage, art, and recreational programming co-developed with local stakeholders.
- **Sustainability & Climate Resilience:** Outreach will include education on green infrastructure elements proposed for the parks (e.g., native landscaping, shade structures, resilient drainage). Public feedback will help guide sustainable design choices that reflect both community priorities and environmental best practices.

**Inclusive Outreach Methods:**

- Communication methods will prioritize simplicity and clarity to ensure that all community members, regardless of background or technical literacy, can easily engage with and understand the process.
- Engagement strategies include in-person and digital tactics such as:
- Pop-up surveys and tabling at special events and local festivals.
- Interactive presentations at community centers and schools.
- Multilingual materials and interpreter support at meetings.

**Digital Access via Public-Facing Web Portal:**

A robust, user-friendly project webpage will serve as a key component of the engagement strategy. This webpage will:

- Offer updates on how Parks Bond funds are being allocated and spent.
- Feature dashboards for each park project with visual timelines and milestones.
- Include high-quality renderings, flythroughs, and before/after images to visualize park transformations.
- Provide interactive components such as:
- A Q&A forum where residents can submit questions and receive timely responses.
- A comment wall or story map where users can pin ideas or concerns directly to park locations.
- Surveys and polls to gather input on design options.

**Transparency and Accountability:**

- All engagement reports, summaries, and visuals will be made available on the site for public access.
- Progress on engagement goals and metrics (e.g., participation equity, reach, feedback loops) will be shared in real-time.

This enhanced approach ensures that public input meaningfully shapes outcomes and that residents can track, trust, and feel ownership of the improvements resulting from the Parks Bond program.

**9. Summary**

This Public Engagement Plan will support the City of Fort Lauderdale in achieving an inclusive, equitable, and community-driven process for its Parks Bond and Master Plan Program. Through creative engagement tools, meaningful partnerships, and responsive communication, the project team will help ensure that all residents have a voice in shaping the city’s parks for generations to come.

## Grant Plan

In order to support the implementation of the 2019 Parks Bond and Parks and Recreation System Master Plan, Perkins&Will is committed to increasing funding opportunities through the identification, development, and submission of competitive grant proposals. Shannon Jones, a grant writer with years of experience obtaining and managing over 3.8 million of funding from local, state, federal, private and foundation support will be hired as a contractor to review available grant funding opportunities which may potentially be used to leverage Park Bond funds. Ms. Jones will work with City staff and Perkins&Will to develop and prepare grant submissions.

Ms. Jones will provide updated, monthly reports summarizing opportunities and deadlines, including an up-to-date calendar with submission, timelines, etc. When reviewing potential grants, she will ensure all opportunities are in alignment with the City's objectives and program eligibility. In the reports, she will outline the

funding opportunities to include essential details such as funding amount, compliance needs, match requirements, application timeline, and reporting obligations. Ms. Jones will use a variety of tools and platforms to identify funding opportunities across varying levels including federal (ex. Grants.gov), State (ex. Florida Department of Environmental Protection), and Private/Foundation (ex. Instrumental).

After reviewing opportunities to determine which grants to pursue, Ms. Jones will collaborate with the team to align proposed projects with grant guidelines. Working closely with the City and Perkins&Will, Ms. Jones will develop a full grant application package which includes budget, scope of work, project narrative, and additional application requirements. She will attend webinars and monitor timelines. Once submitted, Ms. Jones will track submission status and keep a detailed list of pending, awarded, and declined grants. If a grant is declined, she will contact the grantor institution to capture feedback for future applications.



**Tab 6.**

**Examples of  
Completed  
Projects**



**Covington Park Master Plan:** At 250+ acres, this park will connect surrounding neighborhoods with a robust trail network.

## Examples of Completed Projects

# We have a track record of delivering creative, implementable plans.

**Our passion is for making a difference in each community we serve, which is why we are dedicated to offering small-firm service with the resources of a global firm for the City of Fort Lauderdale.**

Perkins&Will is a firm committed to being “agents of change” in shaping regions, cities and districts. We approach the planning and design of great public places based on strategic global thinking, local cultural intelligence, and tested project implementation capabilities. Our passion is for making a difference in each community we serve, which is why we are dedicated to offering small-firm service with the resources of a global firm. **We only work on a select number of projects each year, seeking out clients and communities whose values align with our own mission of creating transformative environments.**

Our experience includes small to large public and private spaces and plans ranging from downtowns to new urban districts to campuses, parks and waterfronts. In every project, we work to bring creative processes, compelling visions, and grounded design solutions.

The recipient of hundreds of design awards each year, Perkins&Will is consistently ranked among the world’s top design firms. Recently, we were honored to receive the American Planning Association’s Firm of the Year Award, recognizing our efforts to solve the challenges facing today’s cities by tackling growth, transformation and environmental challenges with expertise, compassion and a true belief in the power of collaboration. As a team, we are focused on sharing our individual and collective passion and experience for transforming and animating cities with you.

Examples of Completed Projects

# Huizenga Park

## Fort Lauderdale, Florida

**Agency:** Ft. Lauderdale DDA — **Role of the Firm:** Prime — **Duties Performed:** Architecture, Landscape Architecture, Urban Design — **Completion Date:** Ongoing — **Construction Cost:** Ongoing — **Years of Engagement:** 2022-Ongoing

### Threading the Needle

Located in the heart of Downtown's urban core at the SE corner of Las Olas Boulevard Andrews Avenue with direct access to Riverwalk and the beautiful New River, Huizenga Park is at the intersection of art, business, education, and entertainment. Its central location offers natural respite among the bustle and density of Downtown's built environment.

The design aims to thread the proverbial needle around the canopy of mature trees, river adjacency, and legacy fountain creating a high-performance urban landscape. The transformation repositions the dated underutilized park as a dynamic engine of economic investment, social vitality, and source of pride and enhanced cultural identity for the citizens of Ft. Lauderdale, Florida.

Perkins&Will's preliminary design concept for the park features a great lawn, a dog run, interactive play areas, revitalization of the Spirit of Fort Lauderdale fountain, concession space, public restrooms, a restaurant with a dining terrace, an underbridge plaza, and more.

The principles of Living Design are embodied throughout the composition of this newly invigorated public space design. Biodiversity has been increased by 250%, the amount of shade by 216%, circulation/exercise opportunities by 146%, and programmatic range by 350%. All storm water run off will be collected and recharged on site, a sustainable approach to site lighting reduces power consumption, and locally sourced hardscape materials demonstrate the projects commitment to sustainability.



### — WHAT IT IS

**A signature park that enhances the urban core and creates new opportunities for residents and visitors alike. The space is designed for safety and comfort for both day and night.**



Examples of Completed Projects

# East of the River Service Area Master Plan

## Minneapolis, Minnesota

**Client:** Minneapolis Park and Recreation Board  
**Size:** 150 acres / 33 Parks  
**Reference:** Carrie Ann Christensen  
Planning Program Manager | Long-Range Planning  
carrie.christensen@state.mn.us  
651.201.8018

— WHAT IT IS

**An innovative and immersive  
master planning process  
that helps shape the  
outdoor spaces in Northeast  
Minneapolis for all.**

### Northeast for All

Northeast Minneapolis is a diverse neighborhood that has seen significant population and economic growth in recent years. This master plan provides a comprehensive model for future park development for the entire Northeast Service Area, ensuring this development reflects the vibrancy and evolution of the area. The plan fosters neighborhood vitality, strengthens social connections, enhances natural ecosystems, and improves community health. As part of the plan, our team created unique new concept designs for the **33 neighborhood parks** and triangle properties in the service area, provided detailed design and CA services for the first park identified as the catalyst park project, and created an update to the missing link of the Grand Rounds regional trail/greenway.

Each of the 33 neighborhood park plans identified the active and passive recreational and programming needs of residents living in the neighborhoods adjacent to the parks. The individual park plans also prioritized future improvements and identified related implementation costs.

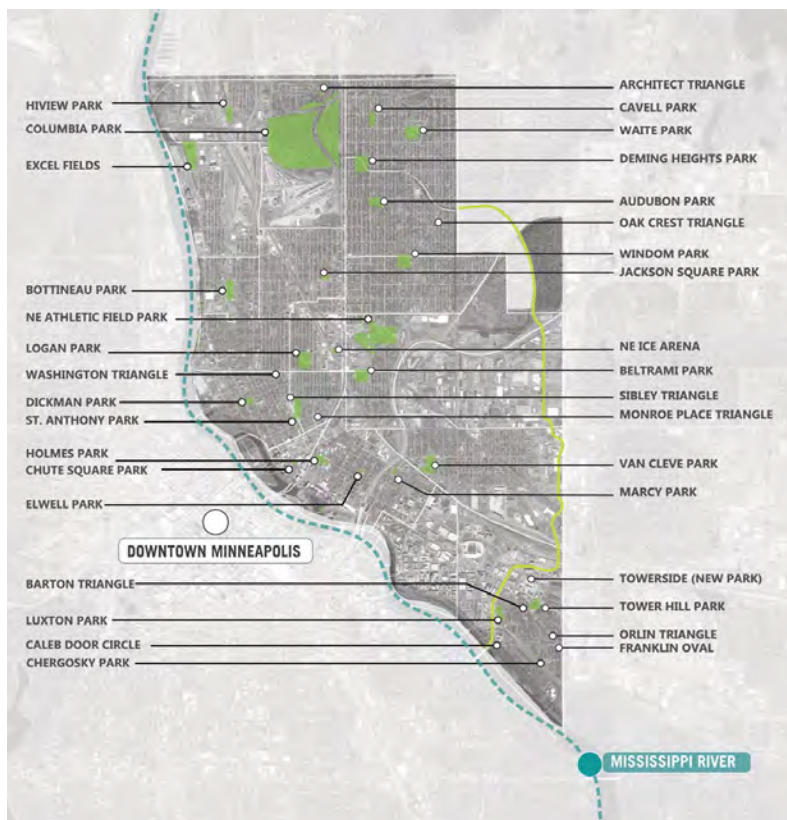




**Making Park Planning Fun!**

Our approach to engagement for this project was immersive and inclusive. Working side-by-side with MPRB, we attended over 50 local events, ranging from senior lunches to community festivals, ice cream socials, and back-to-school nights. Together, we developed innovative and interactive engagement tools and techniques to facilitate communication and bring some fun and playfulness into the engagement process. In an effort to reach community members that may be homebound or more isolated, members of the Youth Design Team – youth age 13-20 who live in the neighborhood - are canvassing historically underserved neighborhoods within the service area.

The result? A planning process that embraced a multitude of voices and perspectives, and a park plan that reflects the diverse interests and needs of the NE neighborhoods, helping create outdoor spaces where all feel welcomed, safe, and comfortable



Examples of Completed Projects

# Orlando Packing District Master Plan, Regional Park Plan and Identity

**Location**

Orlando, Florida

**Client**

Dr. Phillips Foundation

**Duration**

2017-2018

**Project Responsibilities**

Master Planning  
Conceptual Landscape Design  
Brand and Identity Design

**Experience and Expertise In**

Resilient Economic Vitality Goals  
Inclusive Multi-Modal Activity Goals  
Sustainable Quality of Life Goals  
Advancing and Synthesizing Previous Planning Efforts

The Packing District is rooted in the rich history of Central Florida. One of the original citrus producers in the region, Dr. Phillips used the land as one of his two premier packing houses, creating a key node in the early economic ecosystem of Orlando. Buildings on the site focused on his business and his philanthropic passion of enriching his community. Currently, the site is owned by the Dr. Phillips Foundation, an organization charged with extending the philanthropic goals and mission of Dr. Phillips. With the dynamics of the city, the site is ripe for redevelopment, which when successful with further endow the Foundation to give back to the community.

Today, the 202-acre site presents a range of experiences, from the wide industrial right of ways with distant sight lines to the narrow rail corridors framed by the original brick buildings built by Dr. Phillips. The master plan builds on these experiences to layer old and new: through architecture and open space, materials and textures, and the interplay of wide and narrow spaces. The design utilizes the old rail corridors that run through the site as an organizing element. Converting and extending these spines, this network establishes a connected district of pedestrian ways with a series of wye plazas to create hubs of activity. The district has a rich palette of existing industrial buildings for adaptive reuse alongside fresh, new architecture that looks toward the future needs of the community and provides a vibrant base of living and commerce. Alongside the urban development is a 105-acre Regional Park that prioritizes the wellness of people and the environment to ensure long-term success for the community.

**Like the Dr. Phillip’s Foundation,  
the Packing District is rooted in  
history, grounded in opportunity  
and directed toward the future.**





Examples of Completed Projects

# Upper Harbor Terminal Regional Park and Riverfront Trail

## Minneapolis, Minnesota

**Client:** Minneapolis Park and Recreation Board — **Size:** 19.5 acres — **Reference:** Julie Aldrich, Design Project Manager, jaldrich@minneapolisparcs.org, 612.230.6463

### Equitable Access to the River

A former barge site along the Mississippi River, Upper Harbor Terminal (UHT) offers an unparalleled opportunity to establish a large-scale, publicly owned space that will transform the North Minneapolis community in countless ways. This 48-acre site is poised to enhance quality of life for Northside residents while fostering social equity, and supporting future job opportunities, and affordable housing for the community.

Spanning 19.5 acres of the development, UHT Park is designed to provide equitable access to the river and enrich the community. The final design balances flexible hardscapes and natural areas to support both active and passive recreation. It incorporates spaces for food production and harvesting, integrates stormwater management and natural habitats, and features programming to ensure the park remains vibrant and accessible for North Minneapolis residents.



### Reuse of Complex Post-Industrial Sites

As a former barge site, the area has numerous industrial structures. The plan celebrates the industrial history of the site by reusing these elements to enhance programming and recreational opportunities. Grain silos are repurposed for stormwater storage and new elevated overlooks, while the historic domes' footprints are transformed into vibrant play areas and outdoor learning spaces.



### **A Focus on Stormwater Management**

The design reintroduces approximately 12 acres of native prairie and habitat along the one-mile stretch of riverfront. The newly created ecosystems will support urban wildlife, migrating birds, and enhanced flora. The park site will be part of a larger district stormwater system for the site and adjacent neighborhoods. The stormwater system is proposed to capture a 100-year rain event and store on site for reuse and cleanse water prior to entering the Mississippi River.

### **A Project for All**

Extensive community engagement ensured community buy-in and involved three advisory groups, numerous North Minneapolis neighborhood groups, Indigenous groups, and city youth. Conversations with these diverse stakeholder groups focused on equitable access to the park and river, improved opportunities for active and passive recreation, and improved native habitats. The final design is reflective of diverse community desires for the park, including enhanced connections, improved stormwater management, and new recreation programming.

More than just revitalizing an old barge site, Upper Harbor is about creating a new legacy for North Minneapolis that embodies opportunity for all.

Examples of Completed Projects

# Atlanta BeltLine Corridor

## Atlanta, Georgia

**Client:** Atlanta BeltLine, Inc.

**Size:** 21,120 acres

**Completion Date:** Ongoing

**Awards:**

Building Healthy Places Award, 2015,

Honor Award, Tri-State ASLA, 2014

Award of Excellence, Georgia ASLA, 2014

Overall Excellence in Smart Growth

US Environmental Protection Agency, 2014

Award of Excellence, Atlanta Urban Design Commission, 2013

Merit Award Urban Planning/Design, Georgia AIA, 2013

— WHAT IT IS

**Celebrated as a national model for smart growth, the Atlanta BeltLine transforms a 22-mile industrial railroad corridor into a public greenway.**



*Illustrative design diagram showing the grand vision for the Atlanta Beltline as a 22-mile loop.*



— WHAT MAKES IT COOL

**The Beltline serves as the venue for Atlanta's only intown running series, the Lantern parade and the city's largest outdoor temporary art exhibition.**



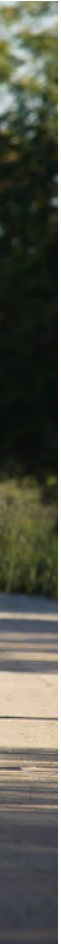
*The trail has become a premier fitness destination, inspiring Atlanta's first and only in-town running series.*



*As native grasses and wildflowers revitalize the former brownfield, the restored habitat supports wildlife and native pollinators.*



*The BeltLine Lantern Parade, one of many unique events that the design supports and inspires, draws 10,000+ participants.*



Examples of Completed Projects

# Faribault Parks and Open Space Master Plan

Faribault, Minnesota

Client: City of Faribault — Size: 265 acres, 39 parks

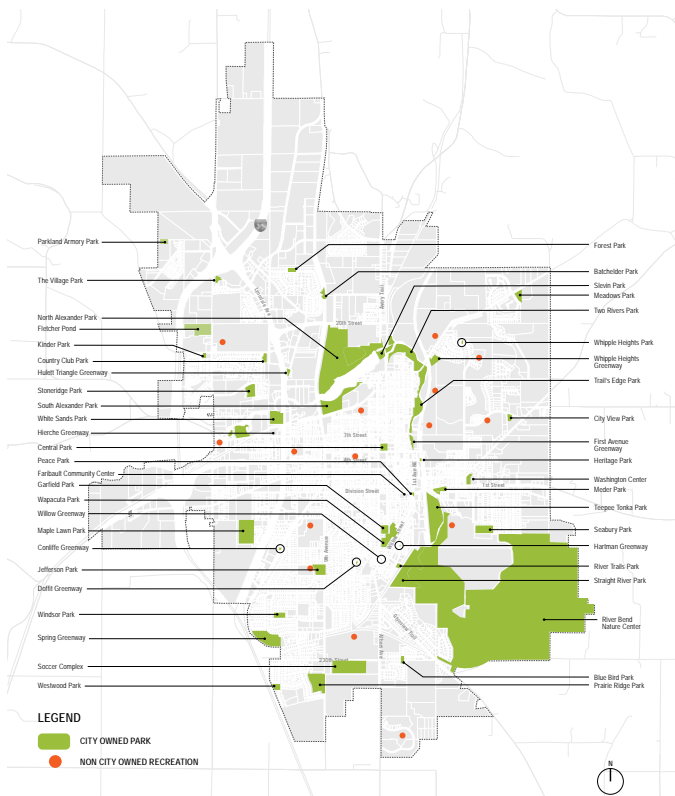


— WHAT IT IS

**A strategic road map for the future success of Faribault’s parks, trails, and open spaces.**

**Increasing Access and Equity**

Downtown Faribault is a regional attraction with a historic downtown, proximity to great natural amenities including a regional trail system, and active neighborhoods. The City recognized that as recreation needs evolve, park facilities must also evolve to meet the changing demands. This plan was informed by several guiding principles. These principles aim to diversify park facilities to better meet the needs of the community, strengthen connections between parks, trails, and open spaces, and ensure universal accessibility throughout the system. The plan also emphasizes the importance of incorporating meaningful gathering spaces, enhancing opportunities for people to experience nature—particularly along Faribault’s rivers—and embedding principles of sustainability into the design, operation, and maintenance of all parks, trails, and open spaces.



**Engagement for all**

Extensive outreach was done throughout this planning process. Our team gathered feedback from a wide spectrum of people including those who live, work, play, and visit Faribault. The results of the community engagement efforts are integrated throughout the plan.

The engagement process worked closely with the community to identify and build on past successes and, more importantly to empower people to engage in the future success of the parks, trails, and open space. To ensure widespread and active participation, the public engagement process included several ways to stay involved, including plugging into existing community events, hosting a community forum, and various forms of online engagement

Examples of Completed Projects



# One Park Jax / Jacksonville Landing

## Jacksonville, Florida

**Agency:** City of Jacksonville

**Project Budget:** TBD

**Duties Performed:** Architecture, Landscape  
Architecture, Urban Design

**Completion Date:** Perkins&Will was selected the winner  
in July 2021. The firm has delivered a 50% DD set.

**Role:** Prime

**Client Reference:**

Jill Enz

City of Jacksonville

e. Jenz@coj.net

t. 904-255-5301

### Social Activity and Adaptive Ecologies

Our park design is bold and simple. It is one grounded in time-tested public space typologies, lessons learned on designing other world-class urban parks throughout the world, and a contemporary expression that is uniquely Jacksonville. It is about the people, the river, and the city. The park design is intended to be a catalyst for downtown and the City-at-large that will help to unlock the full cultural and economic potential of the largest City by area in the United States,

The design is organized around four programmatic nodes strategically located in the four corners of the site. They include the River Plaza in the southeast corner, the Hotel and Sky Garden in the northeast, the Destination Playground in the southwest, and the Park Pavilion in the northwest. This “four corners” approach allows for the interior of the park to be open and flexible, creating deep views into the park and river from Laura Street, Hogan Street, and the Performing Arts Center.



**One Park Jax**

This sets up a natural location for the Central Lawns and a programmatic gradient for more flexible program in the center and more specific program around the perimeter. It also shapes the strategic deployment of shaded areas and open areas that are specifically calibrated per program type.

These program and landscape types incorporated into the nodes are also driven by their location and take advantage of the size and shape of the site.

The integration of Art, Landscape, and the City is one of the core tenets of our design approach. The form, scale, location, and subject matter of our Iconic Sculpture was developed in collaboration with the concept, form, program, and circulation of the park design. Working backward from input received from our public outreach and understating of the goals and directives of the City.

**Community engagement and urban design analysis provided us with unique design mandates that have driven our work.**



**Community Engagement**

Our team has put an incredible amount of time and effort into listening to Jaxsons. This is their park, and we see our roles as facilitators to bring world class design to Jacksonville from the voices of the city. We believe that this design must reflect Jacksonville as a whole as well as each of the neighborhoods and diverse cultures within the city. We engaged the community through multiple channels to ensure we heard the community’s vision clearly and to ensure we heard from all of the community, and we heard a number of recurring directives which we hope to honor with our design.

As urban designers and landscape architects, we talk and think about cities all day, every day, and we value community engagement as a time to connect with a specific municipality and find out what makes it unique.

We treasure candid conversations with passionate residents who want the best for the place that they call home, and we utilize that feedback to better understand the nuances of that place as we craft context-sensitive solutions. Jacksonville was no different. We cherished getting to know the city, and we believe we learned what makes it tick.

As we chatted with residents, a number of recurring ideas percolated to the surface in a definitive way. We synthesized recognizable mandates into eleven design imperatives. We then established these parameters as our guideposts, ensuring that we would only be able to envision a unique park design that responds to all of Jacksonville’s directives.





Examples of Completed Projects

# Bde Maka Ska and Lake Harriet Mater Plan

## Minneapolis, Minnesota

**Client:** Minneapolis Park and Recreation Board — **Size:** 990 acres — **Reference:** Adam Regn Arvidson, Director of Strategic Planning, aarvidson@minneapolisparcs.org, 612.230.6470

### Ecologically Sensitive Master Plan

Part of the Minneapolis Chain of Lakes Regional Park, Bde Maka Ska and Lake Harriet are the most popular and heavily-used parks in the seven-county metropolitan area. Park usage has doubled in less than 20 years to an estimated 5.5 million visits per year with almost half of the estimated visitors coming from outside the Minneapolis city limits. Our work for this master plan effort included assisting MPRB on public engagement, coordinating between multi-jurisdictional partners, leading all aspects of design, and developing the final design recommendations. A major goal of the study was to adopt design measures that address resilient infrastructure and facilities with extreme weather conditions and climate change in mind. The master plan balances the variety of land uses to provide access and create new recreational amenities for all Minneapolis residents.

Through an inclusive engagement process we identified and developed strategies for the use and improvement of public and private right of ways. These strategies focused on improving environmental and natural resources, achieving equitable use and access to public land, addressing demographic trends and demands, and preserving cultural resources.



— WHAT MAKES IT COOL

**Maximizing the preservation of a unique natural resources in this popular regional park system.**

# French Regional Park Master Plan

Plymouth, Minnesota

Client: Three Rivers Park District — Size: 332 acres



**ADJACENT TRAIL SYSTEMS**

- REGIONAL TRAIL
- INTERNAL PARK TRAIL NETWORK
- CITY TRAIL / SIDEWALK
- ON-ROAD BIKE ROUTE
- INTERNAL PARK ROADS
- EXISTING PARKING LOT
- POTENTIAL PARK ACCESS/TRAIL CONNECTIONS
- EXISTING PARK ACCESS/TRAIL CONNECTION
- OPEN WATER
- 500-YEAR FLOOD PLAIN
- 100-YEAR FLOOD PLAIN

**Try it and Learn it!**

Designated as the “Try it and Learn it” park, French Regional Park offers visitors a variety of passive and active activities, including canoeing, kayaking, swimming, and picnicking. With regional trail connections and miles of trails for both summer and winter use, the park is a destination for outdoor enthusiasts.

Known for its innovative programming and expansive children’s play area, the park’s master plan emphasizes enhancing amenities to align with its “Try it and Learn it” mission. Planned improvements focus on creating flexible spaces for programming and events, expanding trail connections to better integrate with the regional network, and enhancing access to water recreation. A new nature play and learning area, dedicated spaces for winter programming, and upgraded restroom and picnic facilities are also key components. Additional enhancements include public art installations, improved signage and wayfinding, and an upgraded swimming area.

Together, these updates aim to elevate the park’s role as a community resource, ensuring it continues to offer engaging and educational experiences for visitors of all ages.

**Examples of Completed Projects**

# Fair Park Master Plan

## Dallas, Texas

**Client:** Fair Park First, Spectra, Biederman Redevelopment Ventures  
**Size:** 277 acres — **Awards:** Unbuilt Dream Study Award, Greater Dallas Planning Council, 2020 — **Reference:** Alyssa Arnold, Director of Strategic Initiatives at Fair Park, alyssa.arnold@fairparkfirst.org, 469.805.5788

### Crown Jewel of Dallas

Fair Park is a 135-year-old, 277-acre historic park situated just outside of downtown Dallas. It began as a fairground for the State Fair of Texas, a use that continues today. The Park has extensive accolades – the site of the 1936 Texas Centennial Exposition and the 1937 World’s Fair, one of the largest collections of Art Deco art and architecture in the world, and a National Historic Landmark on par with the Alamo.

Key recommendations for the master plan focus on resilience, regeneration and equity by creating new greenspaces on former parking lots, improving stormwater management onsite to manage 100-year rain events, planting of over 1500 new trees, increasing overall site biodiversity by creating new habitat areas, improving access to the park by creating gateway parks located outside of the barrier fence, providing more daily park activation focused on community programming, and provide living wage jobs/training.

The plan was informed by an inclusive engagement process to define a 20-year planning and implementation roadmap for the transformation of Fair Park into a premier park and a daily destination for the surrounding neighborhoods.



# FIU Parkview Promenade

Miami, Florida

**Agency:** Florida International University

**Role of the Firm:** Prime/Principal

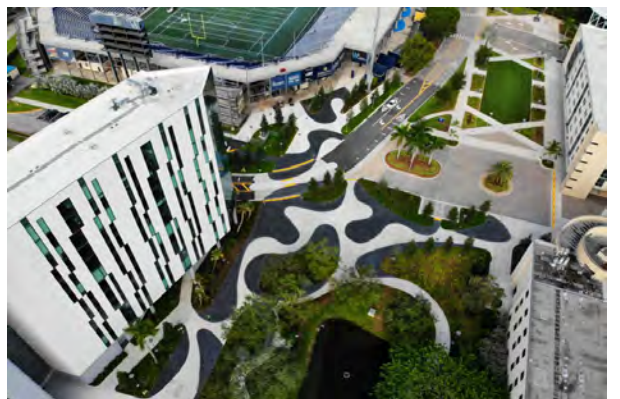
**Duties Performed:** Architecture, Landscape Architecture, Interior Design

**Years of Engagement:** 2018-2022

**Contact:** John Cal, FIU

305-348-4001 / John.Cal@fiu.edu

Rising from the ancient Sweetwaters on the eastern edge of the Everglades, this vertical student village serves a new community of first generation students. The village redefines the meaning of shelter with safety-in-place strategies that connect to campus-wide resiliency plans. The neighborhood allows students to be part of a new model for housing where they have a focused support framework. Mobility, integration with nature, diversity of spaces, daylighting, and passive security strategies were essential drivers in the development of the overall experience. The natural setting is reinforced with a redefined lake, a new campus promenade, and a collection of outdoor experiences that partner with the drivers of wellness, collaboration, and vibrant student life.



**Tab 7.**

# **References**

## References



### Jacksonville Northbank Lawn / Riverfront Plaza

Jacksonville, Florida

**Agency/Client Name & Contact:** City of Jacksonville / Jill Enz

**Contact Telephone & Email:** 904-255-5301 / JEnz@coj.net

**Years and Terms of Engagement:** 2021 - Ongoing



### Ft. Lauderdale DDA Huizenga Park

Ft. Lauderdale, Florida

**Agency/Client Name & Contact:** FTL DDA / Jenni Morejon

**Contact Telephone & Email:** (954) 463-6574 / jenni@ddaftl.org

**Years and Terms of Engagement:** 2021 - Ongoing



### FIU Parkview Promenade

Miami, Florida

**Agency/Client Name & Contact:** Florida International University / John Cal

**Contact Telephone & Email:** 305-348-4001 / John.Cal@fiu.edu

**Years and Terms of Engagement:** 2018-2022



### Atlanta Beltline

Atlanta, Georgia

**Agency/Client Name & Contact:** Atlanta Beltline, Inc. / Kevin Burke

**Contact Telephone & Email:** 404.477.3637 / kburke@atlbeltline.org

**Years and Terms of Engagement:** 2014-2019



### East of the River Service Area Master Plan

Minneapolis, Minnesota

**Agency/Client Name & Contact:** Minneapolis Park and Recreation Board - Carrie Ann Christensen

**Contact Telephone & Email:** 651.201.8018 / carrie.christensen@state.mn.us



### Bde Maka Ska and Lake Harriet Master Plan

Minneapolis, Minnesota

**Agency/Client Name & Contact:** Minneapolis Park and Recreation Board - Adam Regn Arvidson

**Contact Telephone & Email:** 612.230.6470 / aarvidson@minneapolisparcs.org

**Tab 8.**

**M/WBE  
Participation**



# Small Business - There's more to it than “diversity and inclusion.”



Read our best practices for creating a J.E.D.I. culture in any organization.

Setting a goal to achieve diversity and inclusion is a good first step. But collectively, we have to do more. We have to go further.

Our clients, colleagues, and communities deserve to partner with a design firm that stands by them—that advocates for them—every step of the way. They expect an unwavering commitment to social justice and equity, and to more inclusive engagement.

By actively engaging diverse groups, we ensure everyone has the opportunity to contribute to a project meaningfully and with purpose.

**We're creating opportunities for small, local, and minority-owned businesses to further excel their experiences and impacts within their communities.**

**Diverse Subconsultant Program**

Our commitment to diversity in architecture, design, and construction (AEC) doesn't end with our firm. Real change happens at scale. Our Small and Diverse Subconsultant Program—one of the first of its kind in the AEC industry—puts strategies in place to ensure we partner with disadvantaged and minority-owned service providers and manufacturers. This kind of strategic collaboration on design projects catalyzes economic growth and accelerates entrepreneurial innovation in the communities we serve. And, it gives talented—yet often unsung—local business leaders a chance to shine.

For Fort Lauderdale, we are partnering with Adept Group, a certified SBE firm and Pacifica, a certified MBE firm.

Additionally, we will work jointly with the City in the solicitation and selection of additional required consultants.

Perkins&Will is committed to selecting Certified Small and Diverse Vendors in order to enhance our team and subcontract as needed.

**Our mentorship and career coaching programs pave the way for a new generation of aspiring young designers.**

**Black in Design Mentorship Program**

Launched in 2021, the Black in Design Mentorship Program with the Harvard Graduate School of Design (GSD) aims to promote greater representation of Black talent in the design industry. Originally conceived by students and Perkins&Will professionals at the GSD's 2019 Black in Design Conference, the mentorship program will fill a critical educational and career gap in the design profession by fostering meaningful and lasting relationships starting as early as high school.

**Phil Freelon Fellowship**

This national fellowship for African American and other under-represented students stems from a partnership with the Harvard Graduate School of Design (GSD) and our late colleague Phil Freelon. Introduced in 2016, the Phil Freelon Fellowship provides expanded academic opportunities to students of color, and helps fill the profession's talent pipeline with more diverse designers.

**Johnson-Nagle Family Fellowship**

The Nagle-Johnson Family Fellowship at the Harvard Graduate School of Design (GSD)—established in 2018 by our firm's Global Design Director, Ralph Johnson, and his wife Kathleen—provides financial aid to under-represented GSD students with the aim of expanding their academic and career prospects.

**Cornell Future Architect Award**

The Cornell Future Architect Award is a merit-based award that gives under-represented high school students the opportunity to attend Cornell's Introduction to Architecture Program, at no cost. The program introduces students to the rigors of a bachelor of architecture degree program and helps them prepare a competitive portfolio. The award was established in 2016.





## We're proud to lead our industry by example.

Our Justice, Equity, Engagement, Diversity, and Inclusion (J.E.D.I.) program is rooted in an ethos that celebrates differences, encourages participation, and ensures everyone is treated fairly.

No matter your age, background, culture, ethnicity, gender identity, language, physical ability, race, religion, sexual orientation, size, or socioeconomic status, you belong here. Your voice matters.

## In Miami, We're holding ourselves to account.

It's one thing to say we're going to do something. It's another thing to actually do it. That's why we established the design industry's first Diversity Council—to ensure we uphold our commitment to J.E.D.I.

Led by our Director of Global Diversity Gabrielle Bullock, the Council is made up of a rotating cross-section of diverse staff from around the world. It's responsible for maintaining a culture and set of business best practices that celebrate human differences in everything we do.

Our Miami Managing Principal, Larry Kline, is one of Perkins&Will's Leaders in Diversity, and our Miami office is a great representation of inclusion.

**Tab 9.**

# **Subconsultants**

# Consultant Team for Fort Lauderdale.

## We value our relationship with our *whole* team.

Consultants are always valued and critical team members. Our philosophy with regard to selecting and engaging a consultant team is focused first and foremost on achieving the right fit on behalf of our client. We consider the professional expertise, location to the project site, and level of service required to satisfy the unique project needs.

For the Fort Lauderdale contract, we are proposing to work with several consultants, shown below. As good practice, at kick off, we will provide the consultants all of the information on the project from inception of the proposal through each phase of the project. We want to assure they have a deep understanding of the project goals and requirements, to be sure our clients are offered only the best service. We are well versed with the type of collaboration and communication necessary amongst our team to assure a project is successful from start to finish.

Consultant Team	Discipline	Location
Square Edge	Construction Management, Pre-Construction Services, Cost Estimating	Miami, Florida
Langan Engineering	Civil Engineering, Open Space Design, Geotechnical Engineering	Miami, Florida
TLC Engineering	MEP/FP Engineering	Miami/Deerfield Beach, Florida
TY Lin	Structural Engineering	Fort Lauderdale, Florida
Pacifica	CEI Services	Delray Beach, Florida
Adept	Public Engagement	Fort Lauderdale, Florida
Shannon Jones	Grant Writer	Miami, Florida
Chappell Group	Environmental Engineering	Pompano Beach, Florida
Water Design, LLC	Pool Design	Belleair, Florida
Hines	Irrigation	Fort Collins, Colorado

Core team overviews are listed in the following pages.

## Square Edge

Square Edge Inc., established in 2014 and based in Miami, Florida, is a comprehensive real estate project management and advisory firm. The company specializes in managing complex developments across various sectors, including hospitality, retail, residential, open space master plan communities and cultural projects. Their services encompass real estate development management, design oversight, cost control, value engineering, preconstruction & bidding management, construction contract negotiations, insurance compliance, permitting oversight, schedule review, and construction execution oversight and management with a strong emphasis on sustainability and local expertise.

---

### **Miami Worldcenter: Transformative Urban Development**

Square Edge Inc. has played a pivotal role in the Miami Worldcenter (MWC), one of the largest mixed-use developments in the U.S., covering 10 city blocks in Downtown Miami. Their involvement spans multiple facets of the project.

- **Public & Private District Corridors:** Managed \$90 million worth of site improvements to integrate urban infrastructure with artistic and branding elements, outdoor plazas, water features, enhancing the pedestrian experience and connectivity within and surrounding the master development.
- **Paramount Miami:** Managed \$550 million, 60-story, 564 unit residential condominium tower with multi-acre recreational amenity deck along with outdoor rooftop amenities, and ground level retail. Completed in Q2 2019.
- **City Block H:** Oversaw a mixed-use facility comprising 48,000 NSF of retail and F&B space, a 922-space parking garage, and 434 residential units in the Luma Tower. The \$92 million development was completed in Q1 2022.
- **City Block D East:** Managed \$90 million, 548,807 GSF mixed-use facility with 53,519 NSF of retail space, a 1,100-space parking garage, and 26 Paramount Villa units. Notably, the building features large-scale murals by artist Franz Ackermann, enhancing its landmark status. The project concluded in Q2 2019.
- **City Block E:** Managed \$45 million mixed-use facility comprising 65,000 SF of retail, office, and F&B. Anticipated completion Q2 2026.
- **City Block F East:** Managed the development of a 135,208 GSF retail facility, known as the "jewelry box" of MWC, featuring two floors with rooftop activation offering panoramic views. This \$92 million project was completed in Q2 2020.

## Square Edge

- **City Block G West:** Managed \$206 million development of a 444 units, 40-story multi-family rental tower with adjacent parking structure with the outdoor amenity deck sitting atop.
- **Public Art Program:** Led the \$5 million initiative to incorporate site-specific installations by renowned artists such as Serge Toussaint and Franz Ackermann, collaborating with curators Jeffrey Deitch and Primary Projects to enrich MWC's cultural landscape.

Additionally, Square Edge's commitment to sustainability contributed to MWC achieving LEED ND Silver Pre-Certification, reflecting their role in promoting environmentally responsible urban development.

---

## Hospitality Sector Expertise

Square Edge Inc. has demonstrated significant proficiency in the hospitality sector, managing projects that blend luxury with functionality:

- **The Whitfield Hotel:** A luxury hotel project in South Florida, showcasing Square Edge's ability to deliver high-end hospitality experiences that cater to both guests and the local community.
- **The Nora:** A 201-room luxury boutique hotel featuring a rooftop pool deck and restaurant, emphasizing the firm's capacity to manage upscale hospitality developments.
- **Hillsboro Club:** A 27-acre exclusive private Club in South Florida founded 100 years ago. SEI is managing design and construction for a comprehensive redevelopment effort that will update all infrastructure in the property, adding extensive outdoor and indoor facilities.

---

## Conclusion

Square Edge Inc.'s extensive experience in managing large-scale, multifaceted projects like Miami Worldcenter, coupled with their expertise in the hospitality sector, positions them as a leading firm in real estate development management. Their commitment to integrating art, culture, and sustainability into urban development underscores their holistic approach to creating vibrant, functional spaces.

# ADEPT COMPANY BIO

---

## ABOUT ADEPT

Headquartered in Broward County, Florida, ADEPT is a leading public relations, advertising, marketing, and communications agency offering expertise in communications, public outreach/involvement, government/public affairs, law and policy, social media, and digital marketing. Our broad range of experience allows us to provide a comprehensive and thorough outlook on economic, political and social dynamics that influence important constituencies.



ADEPT represents clients in various industries from both the public and private sectors, with extensive experience working for local governments and governmental entities and expertise in public relations, advertising, marketing, communications, and public policy.

Broward-based ADEPT serves the greater South Florida community, and the ADEPT team is very involved with civic-based organizations, charities, and many local and annual events throughout the South Florida region.

ADEPT is permitted to compete for, and perform, work on all projects receiving credit for work performed in the following areas:

- NAICS: 541810 Advertising Agencies
- NAICS: 541613 Marketing Consulting Services
- NAICS: 541820 Public Relations Agencies
- NAICS: 541910 Marketing Research and Public Opinion Polling
- NAICS: 541618 Other Marketing Consulting Services
- NAICS: 541690 Other Scientific and Technical Consulting Services
- NAICS: 611430 Professional and Management Development Training
- NAICS: 541618 Other Management Consulting Services
- NAICS: 541611 Administrative Management and General Management Consulting
- NAICS: 561110 Office Administrative Services
- NAICS: 561410 Document Preparation Services

### Contact Information

ADEPT Strategy & Public Relations  
5300 Powerline Road, Suite 207  
Fort Lauderdale, FL 33309

**Adept**

Email: [info@adept.co](mailto:info@adept.co) | Main contact: Dana Pollitt  
Tel: Office (954) 769-1533 | Cell: (954) 937-9403

## ADEPT'S VISION

Our team has a unique and wide range of professional skills and expertise in the areas of marketing, communications, advertising, travel, tourism and hospitality, transportation, infrastructure, governmental affairs, law, and public policy, among others.

When engaging with prospective clients for public relations services, our approach is centered on understanding their specific goals, challenges, and target audiences.

Our hands-on approach allows us to capture and reach targeted audiences in an efficient, effective, and professional manner. We analyze all options and map out the competitive environment by conducting detailed reviews of existing data to help our clients clarify and present their objectives.

ADEPT provides a wide variety of professional PR services, including media relations, strategic communications, community outreach, and media monitoring, with a robust database of contacts and sophisticated outreach capabilities through a wide variety of platforms.

Our team is extremely well-versed and experienced working with Broward County, having worked on a multitude of Broward County Contracts and projects. ADEPT also provides website design, outreach and tier 1 and tier 2 stakeholder input for Broward County on multiple projects.

Additionally, our team has expertise in providing professional project support services, including website design, social media, video production and editing, graphic design, digital marketing, document control and office and administrative tasks, among other duties. **OUR PROFILE**

ADEPT is a State of Florida certified Small Business Enterprise (SBE) for Public Relations, Marketing and Advertising Consulting Services and Broward County Business Enterprise (CBE) certified in administrative management and general management consulting services, marketing consulting services and customer service management consulting services.



# Corporate Summary

## Integrated Solutions. Measurable Value.

Langan provides an integrated mix of engineering and environmental consulting services in support of land development projects, corporate real estate portfolios, and the energy industry. Our clients include developers, property owners, public agencies, corporations, institutions, and energy companies around the world.



**1,750**  
employees



**55** years  
in business



**50** office locations  
nationwide



**5** international  
office locations



TY Lin

TYLin



- NEW CONSTRUCTION
- RENOVATION
- ADAPTIVE REUSE
- HISTORIC PRESERVATION
- STRUCTURAL INVESTIGATION
- BUILDING ENVELOPE
- SUSTAINABLE DESIGN

## Connecting people, places, & ideas

TYLin’s Buildings Sector began with the vision to support great architecture through the highest level of technical excellence – and to find joy along the way. With TYLin’s acquisition of Silman and Architectural Engineering Collaborative, two nationally recognized structural engineering firms, the Sector now comprises 200+ professionals including 70+ professionally licensed engineers and 20+ LEED accredited professionals. Our personnel bring creativity, a collaborative ethos, and technical excellence to buildings of all types and scales. We are located across the country with offices in Washington, D.C., New York City, Rochester, Buffalo, Boston, Ann Arbor, Chicago, Los Angeles, Austin, and San Antonio.

We bring the most complex designs to life through a combination of sophisticated technologies and fundamental engineering methodologies. Our team of creative collaborators is deeply passionate about architectural design and its ability to bring people, places, and ideas together.

New structures ranging from cultural and educational facilities to commercial and residential buildings account for about half of ongoing work. TYLin has also consulted on over 400 registered landmark structures, developing invaluable expertise in the restoration and preservation of historic buildings. Renovations and adaptive reuse projects are another major segment of active projects, drawing from TYLin’s knowledge of structures both old and new. Our team collaborates on numerous specialty structures, complex landscape projects, and arts projects.

The firm’s engineers and drafters are experts in Building Information Modeling (BIM), primarily utilizing Autodesk® Revit® for modeling, documentation, and coordination. TYLin has created CD level documents in Revit for new and existing buildings, and in some cases has continued the use of BIM through construction administration. A Digital Design Manager oversees our integrated approach to modeling, design, and documentation across multiple software platforms.

As part of a commitment to creating more efficient structural systems, TYLin has incorporated sustainability into its standard specifications and introduced high performance metrics into all its designs. The firm is also a signatory of the SE2050 Commitment, which has the goal of achieving net zero embodied carbon structural systems by 2050.

TYLin has provided structural engineering services across Florida, with experience spanning restoration, renovation, adaptive reuse, and new construction across a variety of project types. In the Fort Lauderdale area and beyond, the firm’s notable work includes the revitalization of Huizenga Park; the development of Jacksonville’s Riverfront Plaza; and the Julian B. Lane Riverfront Park, a new park along the Hillsborough River in Tampa. TYLin has also supported the preservation of Fort Jefferson through emergency stabilization efforts and the phased design of critical repairs, as well as the restoration and adaptive reuse of the Vizcaya Museum, Village, and Gardens in Miami, among other projects.

TYLin.com



At **TLC Engineering Solutions, Inc.** we are continuously learning and growing. Our vision to **THINK** boldly, **LISTEN** attentively, and **CREATE** passionately serves as the blueprint that guides our commitment of extreme service to our clients. TLC Engineering Solutions provides high-performance engineering design and consulting. Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, we are an industry leader with expertise in diverse markets, from healthcare to education to aviation.

Headquartered in Orlando, Florida, TLC has eight offices across Florida as well as offices in Nashville, Tennessee; New Orleans, Louisiana; Dallas, Texas; Ft. Worth, Texas; Houston, Texas; Los Angeles, California, Philadelphia, Pennsylvania; Atlanta, Georgia; Washington, DC; Chicago, Illinois; Milwaukee, Wisconsin; and Charlotte, North Carolina. Our highly qualified team of 500 professionals includes professional engineers, LEED-accredited professionals, ACG-registered commissioning authorities, and specialists in acoustics, energy modeling, and technology. We provide comprehensive services that allow clients to collaborate with a dedicated team from start to finish.

### **Our Approach to Parks and Sustainability**

As we apply the philosophy of engineering design excellence and quality to each project, we must first understand the vision of the Owner and the Architect. The key to accomplishing these goals is interaction with the Design Team to create an atmosphere that people will enjoy, by developing a better understanding of the visual environment, the architectural features and components of each area, the materials used, and the tasks to be performed in each space. By working together as a team, we can combine our technical skills with innovative solutions.

At TLC, our approach to lighting design is to integrate form and function to achieve an environment that provides the desired illumination levels, is visually pleasing, highlights the architecture of the space and minimizes the energy consumption.

Our electrical engineers understand and are well practiced in the aesthetic design issues such as Lamp Source Selection, Color and Color Rendering, Psychology of Light, Vision and Visual Performance and well as the more technical/sustainable design issues of Lighting Calculations, Dimming and Lighting Controls, and Energy Management.

We have applied the following lighting strategies to meet the sustainable goals for parks and other recreational facilities:

- Use of Photocells and time clocks to run off lights when not needed.
- Lighting will be LED to minimize energy usage (with the color temperature matching the requirement for turtles)
- All lighting will satisfy the dark sky initiative cutting up lighting spillage.
- Pathways can be lit by pole mounted luminaires fed from solar panels located on each individual pole. Normal utility power can be backup.
- Lighting and exhaust fans in restroom building can be fed from solar panels located on the roof of the restroom building.
- For additional supplemental energy sources, TLC would propose to include a solar water heating system.

**Pacifica**



**Pacifica Engineering Services**

Pacifica Engineering Services, LLC is a multi-disciplined engineering consulting firm specializing in geotechnical engineering, environmental sciences, construction material testing, threshold/special inspections, private provider services, permit expediting, building envelope consulting, pavement evaluations, and roof consulting services.

Pacifica Engineering Services, LLC (PACIFICA) operates as a limited liability company organized under the laws of the State of Florida and is in good standing with the State of Florida. PACIFICA is a certified Minority Business Enterprise (MBE) with the State of Florida's Office of Supplier Diversity; and a certified Disadvantaged Business Enterprise (DBE) with the Florida Department of Transportation and through the Florida Unified Certification Program. PACIFICA is also a self-certified Federal Small Business Enterprise (SBE). We are also a United States Army Corps of Engineers (USACE) validated laboratory.

**Our CEI Services**

Pacifica Engineering Services, LLC (PACIFICA) Construction Engineering and Inspection (CEI) Division offers a comprehensive suite of services designed to meet the unique demands of each client and project. Our dedicated team ensures that every project is delivered with exceptional quality, cost-efficiency, and longevity. CEI are required for contract administration, inspection, and materials sampling and testing. Services provided to follow clients' manuals, procedures, and specifications. As the CEI firm, we work for owners to ensure that projects are constructed in accordance with the project specifications and standards. Below, we outline the key CEI services we offer:

Construction Engineering and Inspection (CEI): We provide comprehensive oversight for roadways, bridges, and utility projects working for the owner.

- Owner's Representative & Alternative Delivery Services: We act as your advocate to ensure project success.
- Construction Management: We provide professional oversight to keep projects on schedule and within budget.
- Constructability Reviews: We provide expert evaluations to optimize design and implementation strategies.
- Program/Project Management: We provide tailored solutions for seamless execution from inception to completion.
- Scheduling & Document Control: We provide meticulous planning and tracking to maintain project momentum.
- Office Engineering: We provide technical and administrative support to streamline operations.
- Our practice ensures adherence to the Engineer of Record's plans and specifications, with a focus on quality, durability, and reduced maintenance costs.

**Tab X.**

# **Required Forms**



**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business price 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) \_\_\_\_\_ 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.

Business Name

(2) \_\_\_\_\_ 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.

Business Name

(3) \_\_\_\_\_ 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.

Business Name

(4) \_\_\_\_\_ 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.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) **X** \_\_\_\_\_ 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.

Business Name

BIDDER'S COMPANY: Perkins & Will Architects, Inc.

AUTHORIZED COMPANY PERSON: Lawrence Kline  06.01.25  
 PRINT NAME SIGNATURE DATE



**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) \_\_\_\_\_ is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) \_\_\_\_\_ is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) \_\_\_\_\_ is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) **X** \_\_\_\_\_ is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: Perkins & Will Architects, Inc.

AUTHORIZED COMPANY PERSON: Lawrence Kline  06.01.25  
 PRINT NAME SIGNATURE DATE



**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>
None -----  -----	None -----  -----  -----

**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
_____ <b>Lawrence Kline</b> Name (Printed)	_____ <b>06.01.25</b> 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. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

**Lawrence Kline, Principal**

\_\_\_\_\_  
Print Name and Title

**06.01.25**

\_\_\_\_\_  
Date



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: **RFQ Event #457** \_\_\_\_\_

Project Description:

**Parks Bond and Master Plan Program Management**

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

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

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

Contractor/Proposer/ Bidder Company Name: **Perkins & Will Architects, Inc.** \_\_\_\_\_

Authorized Company Person’s Signature: \_\_\_\_\_ 

Authorized Company Person’s Title: **Lawrence Kline, Principal** \_\_\_\_\_

Date: **06.01.25** \_\_\_\_\_



**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 the credit card 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

**Perkins & Will Architects, Inc.**

Company Name

**Lawrence Kline**

Name (Printed)

Signature

**Principal**

Title

**06.01.25**

Date

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Lawrence Kline Title: Principal Entity: Perkins & Will Architects, Inc.

Signature: [Handwritten Signature] Date: 06.01.25

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 5th day of June, 2025, by Lawrence Kline, as Principal for Perkins and Will, who is personally known to me or who has produced personally known as identification.

Notary Public Signature: [Handwritten Signature]  
Print Name: Karen Carmenate

(Notary Seal)

My commission expires: Karen Carmenate  
Comm.: HH 444262  
Expires: Oct. 29, 2027  
Notary Public - State of Florida

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) 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) **Perkins & Will Architects, Inc.** EIN (Optional): \_\_\_\_\_

Address: **2800 Ponce De Leon Blvd., #1300**

City: **Coral Gables** State: **FL** Zip: **33134**

Telephone No.: **305.569.1333** FAX No.: **305.569.1334** Email: **lawrence.kline@perkinswill.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **Perkins&Will is available to start upon selection and will deliver the project within the agreed upon schedule.**  
 Total Bid Discount (section 1.05 of General Conditions): **N/A**  
 Check box if your firm qualifies for DBE (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>	<u>Addendum No.</u>	<u>Date Issued</u>
<b>01</b>	<b>05.09.25</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.

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:

**Lawrence Kline**

Name (printed)

**06.01.25**

Date



Signature

**Principal**

Title



CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of Perkins & Will Architects, Inc. (Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida (State corporation is registered) profit (Type of entity: profit or non-profit), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

- 1. My name is Lawrence Kline (Print complete name of corporate officer/authorized representative)
2. I am an officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: Principal (Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: [Handwritten Signature]

Office Address: 2800 Ponce De Leon Blvd., #1300 Coral Gables, FL 33134

Email Address: lawrence.kline@perkinswill.com

Main Phone Number: 305.569.1333 FEIN No.: 36-2679146

STATE OF Florida COUNTY OF Miami Dade

Sworn to and subscribed before me by means of physical presence or online notarization, this 9th day of June, 2025, by Lawrence Kline (Print name of corporate officer/representative)

(NOTARY SEAL) Karen Carmerate Comm.: HH 444262 Expires: Oct. 29, 2027 Notary Public - State of Florida

[Handwritten Signature] (Signature of Notary Public - State of FL)

Karen Carmerate Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification Type of Identification Produced personally known





**CITY OF FORT LAUDERDALE**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA  
STATUTES, ON PREFERENCE TO BUSINESS WITH  
DRUG-FREE WORK PLACE PROGRAMS**

I certify that I have established a Drug Free Work Place program and have complied with the following

- a. Published and distributed to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- g. In the statement specified in subparagraph a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than 5 days after such conviction.

- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. Will impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

BY: Perkins & Will Architects, Inc. DATE: 06.01.25

NAME (Printed) Lawrence Kline TITLE: Principal

COMPANY NAME: Perkins & Will Architects, Inc.

Affix Company Seal



Sample Insurance



CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)  
6/28/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1078545 PERKINS+WILL, INC. ATTN: RICHARD NEMETH 2 BRYANT STREET, SUITE 300 SAN FRANCISCO CA 94105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Cincinnati Insurance Company		10677
	INSURER B : Zurich American Insurance Company		16535
	INSURER C : Lloyds of London		
	INSURER D : American Guarantee and Liab. Ins. Co.		26247
	INSURER E : Allied World Surplus Lines Insurance Company		24319
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 11480890 REVISION NUMBER: XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:	N	N	GLO0926401	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	N	BAP0926404	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	N	N	EXS0658623	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N	N/A	WC0926402	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	GLCON2400018. 0312-4137	7/1/2024 7/1/2024	7/1/2025 7/1/2025	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

<b>CERTIFICATE HOLDER</b>  11480890 EVIDENCE OF COVERAGE MO	<b>CANCELLATION</b>  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 
---	--

**2800 Ponce de Leon Blvd.  
Suite 1300  
Coral Gables, Florida  
33134**

**Perkins&Will**

The undersigned, on behalf of \_\_\_\_\_,  
(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)  
a \_\_\_\_\_ (State corporation is registered) \_\_\_\_\_ (Type of entity: profit or non-profit),  
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is \_\_\_\_\_.  
(Print complete name of corporate officer/authorized representative)
2. I am an \_\_\_\_ officer or \_\_\_\_ authorized representative (Select one) of the Nongovernmental Entity. My title is: \_\_\_\_\_.  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_ FEIN No.: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.  
(Print name of corporate officer/representative)

\_\_\_\_\_  
(Signature of Notary Public – State of \_\_\_\_\_)

(NOTARY SEAL)

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_



**CITY OF FORT LAUDERDALE**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA  
STATUTES, ON PREFERENCE TO BUSINESS WITH  
DRUG-FREE WORK PLACE PROGRAMS**

I certify that I have established a Drug Free Work Place program and have complied with the following

- a. Published and distributed to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- g. In the statement specified in subparagraph a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than 5 days after such conviction.

- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. Will impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Printed) \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

Affix Company Seal



# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of Perkins & Will Architects Inc,  
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,  
(State entity is registered)  
hereby deposes and says:

1. My name is Jose Gelabert-Navia.  
(Print complete name of corporate officer/authorized representative)
2. I am an  officer or  authorized representative (Select one) of the Nongovernmental Entity. My title is: Vice President.  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: *Jose Gelabert-Navia*

Office Address: 2800 Ponce de Leon, Coral Gables, FL 33134

Email Address: jose.gelabert-navia@perkinswill.com

Main Phone Number: 305-569-1333 FEIN No.: 36-2679146

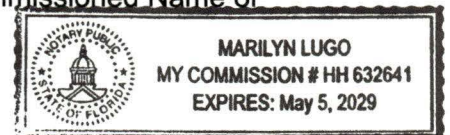
STATE OF Florida  
COUNTY OF Miami

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 12 day of December, 2025, by Marilyn Lugo.  
(Print name of corporate officer/representative)

*Marilyn Lugo*  
(Signature of Notary Public – State of Miami)

(NOTARY SEAL)

MARILYN LUGO  
Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known  OR Produced Identification

Type of Identification Produced Driver's License

6416-421-54-030-0



**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

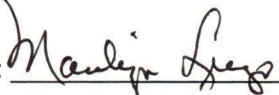
Name: Jose Gelabert-Navia Title: Vice President Entity: Perkins & Will Architects Inc

Signature:  Date: 12/12/2025

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Dade

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 12 day of December, 2025, by Jose Gelabert-Navia, as Vice President for Perkins & Will Architects Inc, who is personally known to me or who has produced drivers license as identification. 6414-421-54-030-0

Notary Public Signature:   
Print Name: MARILYN LUGO

(Notary Seal) My commission expires 5/5/2029  




# CERTIFICATE OF LIABILITY INSURANCE

7/1/2026

DATE (MM/DD/YYYY)

11/19/2025

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> Lockton Companies, LLC DBA-Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> 1078550 PERKINS & WILL ARCHITECTS, INC. ATTN: RICHARD NEMETH 2 BRYANT STREET, SUITE 300 SAN FRANCISCO CA 94105 MIAMI	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> Lloyds of London		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 22633462      **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y N	GL00926401	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y N	BAP0926404	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC0926402	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> PROFESSIONAL LIABILITY	N N	GLCON2500018	7/1/2025	7/1/2026	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: DESIGN SERVICES FOR PARKS BOND AND MASTER PLAN AND PROGRAM MANAGEMENT PROJECT(S), FORT LAUDERDALE, FL / RFQ EVENT #457-2.

\*\*\*SEE ATTACHED\*\*\*

**APPROVED**  
By Matthew Cobb at 6:17 pm, Dec 10, 2025

<b>CERTIFICATE HOLDER</b>  22633462 CITY OF FORT LAUDERDALE ATTN: PROCUREMENT SERVICES DEPT. SHAMORI ALDRIDGE, SR. ADMIN. ASST. 101 NE 3RD AVENUE, SUITE 1650 FORT LAUDERDALE, FL 33301	<b>CANCELLATION</b> See Attachments  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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THE CITY OF FORT LAUDERDALE, A FLORIDA MUNICIPALITY, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED(S) ON GENERAL LIABILITY AND AUTO LIABILITY, ON A PRIMARY AND NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED(S) APPLIES ON WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. CONTRACTUAL LIABILITY IS INCLUDED IN THE GENERAL LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. PROFESSIONAL LIABILITY RETROACTIVE DATE IS FULL PRIOR ACTS.

**Additional Insured – Owners, Lessees Or Contractors  
– Completed Operations**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No: GLO 0926401  
Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:  
Commercial General Liability Coverage Part  
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

**ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN  
ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN  
AGREEMENT**

Location And Description Of Completed Operations:

**ALL PROJECTS**

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-GL-2168-A CW (02/19)

**Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 0926401  
Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

**ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN  
ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN  
AGREEMENT**

Location And Description Of Covered Operations:

**ALL PROJECTS**

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-GL-2169-A CW (02/19)

POLICY NUMBER: GLO0926401

## Other Insurance Amendment – Primary And Non-Contributory

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the: **Commercial General Liability Coverage Part**

**1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



# Notification to Others of Cancellation

POLICY NUMBER: GLO0926401

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
  1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>Any person or organization you are required to provide notice of cancellation, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law.</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP0926404

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

**Named Insured:** PERKINS + WILL, INC.

**Endorsement Effective Date:** 7/1/2025

### SCHEDULE

**Name Of Person(s) Or Organization(s):** Any person or organization you are required to provide additional insured status or additional insured status on a primary basis, in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

## Notification to Others of Cancellation

POLICY NUMBER: BAP0926404

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### Name and Address of Other Person(s) / Organization(s):

Any person or organization you are required to provide notice of cancellation, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law.

### Number of Days Notice:

30

**All other terms and conditions of this policy remain unchanged.**

U-CA-812-A CW (05/10)

## **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

### **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

#### **Schedule**

Any Person Or Organization You Are Required To Waive Your Rights Of Subrogation Against Under a Written Contract Or Written Agreement

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

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

Endorsement Effective: 07/01/25  
Insured: Perkins + Will, Inc.

Policy No: WC0926402

**American Zurich Insurance Company**

**WC 00 03 13**

**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>Any person or organization you are required to provide notice of cancellation, as defined above, in a written contract, written agreement, except where such contract or agreement is prohibited by law.</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement attaching to and forming part of Policy No. GLCON2500018**

Issued to: PERKINS + WILL, INC. and/or their Subsidiaries and/or associated and/or affiliated companies and business entities owned or financially controlled as more fully described in Endorsement No.1 or as currently, previously, or hereafter existing or created in accordance with Condition 0. herein.

Issued by: Underwriters at Lloyds of London

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Insurers authorize Lockton Companies, and BFL Canada Risk & Insurance Services, Inc., the ("Certificate Issuer") to issue Certificates of Insurance at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Insurers, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event the Insurers cancel or non-renew this Policy or in the event of a Material Change to this Policy, Insurers shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 45 days prior to the effective date of cancellation, non-renewal, or a Material Change. The Insured shall provide written notice to the Insurers of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or Material Change, if any, specified in each Certificate of Insurance (i) at inception of this Policy; (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.

(3) It is further understood and agreed that Insurers' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Insurers or bind the Insurers for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this endorsement.

(4) As used in this endorsement:

(i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Insured.

(ii) Material Change means an endorsement to or amendment of this Policy after issuance of this Policy by the Insurers that restricts the coverage afforded to the Insured.

All other terms, clauses and conditions remain unchanged.