



Event # 113-2

Name: CEI Services for the NE 25th and NE 19th Ave 24-inch

Description: The City of Fort Lauderdale is seeking the services of a qualified consulting firm to provide Construction Engineering and Inspection (CEI) Services related to the NE 25th Ave 24-inch Force Main Replacement, the NE 38th St. 42-Inch Force Main, and the NE 19th Ave 24-Inch Force Main Replacement Projects. The purpose of these projects is to replace approximately 700 linear feet (LF) of 20-inch-diameter force main (FM) and 7,200 LF of FM with a minimum nominal internal diameter (ID min) of 42 inches along Northeast (NE) 38th Street (St.) between NE 12th Avenue (Ave.) and Repump Station B (located in the Coral Ridge Country Club [CRCC] Golf Course). It also requires the installation of 3,750 LF of new 24-inch-diameter FM along NE 50th Court and the replacement of a deteriorated 24-inch diameter ductile iron pipe sewer force main measuring approximately 5,500 linear feet. The force main is located along NE 25th Avenue, from Commercial Boulevard to Oakland Park Boulevard.

Buyer: LEMIRE, MICHELLE

Status: Pending Award

Event Type: RFQ

Currency: USD

Sealed Bid: Yes

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 2

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 05/31/2023 08:01:00 AM

Open: 05/31/2023 08:00:00 AM

Q & A Close: 06/26/2023 05:00:00 PM

Close: 07/12/2023 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and attach all required documents?	Yes No	Event 113 - Required Forms.pdf

Attachments

Event # 113-2: CEI Services for the NE 25th and NE 19th Ave 24-inch

Name	Description	Attachment
Event 113	Event 113	EVENT NO. 113.pdf
Event 113 - Sample Agreement	Event 113 Sample Agreement	Event 113 - Sample Agreement.pdf
P12383 NE 25th Ave DCP	Project P12383 Design Criteria Package	P12383 NE 25th Ave DCP.pdf
P12384 NE 38th Street DCP	P12384 NE 38th Street DCP	P12384 NE 38th Street DCP.pdf
Addendum No. 1	Addendum No. 1	Addendum No. 1.pdf
Addendum No. 2	Addendum No. 2	Event 113 - Addendum No. 2.pdf

Contacts

Name	Email Address
MICHELLE LEMIRE	mlemire@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
968-47	Inspection Services, Construction Type

Line Details

Line 1: P12383 CEI NE 25th Ave 24-inch Force Main Replacement

Description: P12383 CEI NE 25th Ave 24-inch Force Main Replacement

DO NOT ENTER PRICING - Rates will be negotiated with the highest ranked proposer.

Item: P12383 CEI NE 25TH AVE 24" FM P12383 CEI NE 25th Ave 24-inch Force Main Replacement

Long Item P12383 CEI NE 25th Ave 24-inch Force Main Replacement

Description: Do not enter price - Rates will be negotiated with top ranked proposer.

Commodity 968-47 Inspection Services, Construction Type
Code:

Manufacturer MFC

Division: DIV

Event # 113-2: CEI Services for the NE 25th and NE 19th Ave 24-inch

Code:

Quantity: 1.0000

**Unit of JA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate Yes
Responses:**

**Add On No
Charges
Allowed:**

Line 2: P12384 NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM

Description: P12384 NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM

DO NOT ENTER PRICING - Rates will be negotiated with the highest ranked proposer.

Item: P12384 NE 38TH ST. 42-INCH FM A P12384 NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM

Long Item Description: P12384 NE 38th St. 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacements

Commodity Code: 968-47 Inspection Services, Construction Type

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

**Unit of JA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate Yes
Responses:**

**Add On No
Charges
Allowed:**

Request for Qualifications

RFQ # 113

Construction Engineering & Inspection (CEI) Services for the NE 25th and NE 19th Ave 24- inch Force Main Replacements and the NE 38th St. 42-Inch Force Main Replacement

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

City of Fort Lauderdale



Scott Teschky
Division Manager

MICHELLE LEMIRE
PROCUREMENT ADMINISTRATOR
Telephone: (954) 828-6167 E-mail: 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) to provide Construction Engineering and Inspection (CEI) Services 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 INFOR

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

1.3 Electronic Bid Openings

This solicitation will be opened electronically via INFOR.com at the date and time indicated in the solicitation. All openings will be held on the INFOR.com platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on INFOR.com 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 – Purchasing Administrator
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Telephone: (954) 828-6167
E-mail: mlemire@fortlauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A platform provided by the City's online strategic sourcing platform, Infor. Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

Consultants please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. Submission of a proposal will be considered evidence that the proposer has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted in Infor shall become part of any contract that is created from this RFQ.

1.6 Debarred or Suspended Bidders or Proposers

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

1.7 Prohibition Against Contracting with Scrutinized Companies

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

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

END OF SECTION I

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 Infor 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 Infor 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 Infor as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

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

2.3 Consultants' Costs

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

2.4 Mistakes

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

2.5 Acceptance of Responses/Minor Irregularities

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

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

2.6 Responsiveness

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

2.7 Responsibility

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

2.8 Minimum Qualifications

Firms shall be in the business of construction engineering and inspection (CEI) and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Firms must demonstrate that they, and the principals assigned to the project, have successfully provided previous construction inspection experience in the State of Florida, including Projects at a City, County, or State level within the last five (5) years with at least one City similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

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

2.8.2 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

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

2.8.4 Consultant(s) must be appropriately licensed and registered in the State of Florida as an engineering firm.

2.8.5 Firm shall submit proof of CEI experience for a minimum of three (3) projects of similar scope and scale (or larger)

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.10 Protest Procedure

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

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

2.11 Public Entity Crimes

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

2.12 Sub-Consultants

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

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

2.13 Local Business Preference – Not applicable.

2.14 Disadvantaged Business Enterprise Preference – Not Applicable

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Agreement.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

Contractor 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

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception

of Workers' Compensation and Professional Liability.

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

The Certificate Holder should read as follows:

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

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

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

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, 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 Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor 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 Contractor's insurance policies.

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

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

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN “ADDITIONAL INSURED” ON 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 sub-consultants to provide the aforementioned coverage as well as any other coverage that the consultant may consider necessary, and any deficiency in the coverage or policy limits of said sub-consultants will be the sole responsibility of the consultant.

2.17 Award of Contract

A Contract (the “Agreement”) will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City’s best interests. The draft agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City’s best interest.

2.18 Modification of Services

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

2.18.2 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 Period

The contract term shall commence upon final execution of the contract and the Consultant will provide CEI services immediately after receiving a Notice to Proceed. The Consultant will provide services from the initial construction project kickoff through the construction closeout. It is estimated that the construction duration will be **468 calendar days for Project No. 12383 and 660 calendar days for Project No. 12384**. This duration is not in the Consultant's control and is dependent upon performance of the Contractor. The time of completion of this contract may be extended.

2.21 Unauthorized Work

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

2.22 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.

2.23 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 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.

2.24 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.

2.25 Indemnity/Hold Harmless Agreement

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

2.26 Substitution of Personnel

In the event the Proposer wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Proposer is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Proposer to resolve the situation to the City's satisfaction, provided, however, that the Proposer shall not be required to institute or pursue to completion, any action if to do so would violate any law, state statute, City ordinance, contract or employment or union agreement.

2.27 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.

2.28 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.

2.29 Instructions

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

2.30 Discrepancies, Errors and Omissions

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

END OF SECTION II

SECTION III - SCOPE OF SERVICES

P12383 - NE 25th Ave 24-inch Force Main Replacement

3.1 Purpose

The City of Fort Lauderdale is seeking the services of a qualified consulting firm to provide Construction Engineering and Inspection (CEI) Services related to the NE 25th Ave 24-inch Force Main Replacement Project. Section 3.3 contains a list of services that may be required. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. 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 CEI consultants, and for which the firm(s) are experienced, qualified, and able to perform.

3.1.1 NE 25th Ave 24-inch Force Main Replacement

The purpose of this project is for the replacement of a deteriorated 24-inch diameter ductile iron pipe sewer force main measuring approximately 5,500 linear feet. The force main is located along NE 25th Avenue, from Commercial Boulevard to Oakland Park Boulevard.

3.2 Scope of Services

The City of Fort Lauderdale is seeking Statements of Qualifications from qualified CEI firms in response to this Request for Qualifications for the purpose of managing the construction of the following project: NE 25th Ave 24-inch Force Main Replacement Project (Project No. P12383)

3.3 Consultant CEI Firm's Requirements, Responsibilities & Services

The CEI Services firm for the NE 25th Ave 24-inch Force Main Replacement Project will be required to perform services as requested in assisting the City with implementing the combined project.

3.3.1 General:

The CEI Services (CEI) for the NE 25th Ave 24-inch Force Main Replacement Project will consist of those services performed by the CEI firm and sub consultants enumerated in the Agreement between the City and the CEI Firm. Duties may include, but will not necessarily be limited to:

- A. Acting as the City's representative and agent relative to the entire project.
- B. Assuming the role and requirements of the Engineer of Record for the project.
- C. Providing sufficient organization, personnel and management to carry out the requirements of the Agreement in an expeditious and economical manner consistent with the interests of the City.
- D. Possessing credentials from the State of Florida, certifying that both the firm and the key individuals are currently in good standing as a licensed Architect or Engineer throughout the duration of this contract.

- E. Employees on site need to have a picture badge by their employer and be able to read, write and speak English. Employees must wear appropriate safety gear (PPE) at all time while on the project.
- F. CEI team to be trained as well as the contractor's staff in ISO 9001 and ISO 14001 in order to comply with the requirements the City has put in place.

3.3.2 Pre-Construction Phase:

The pre-construction phase will commence upon issuance of the Notice to Proceed from the City to the CEI firm and will end when the Contractor commences the work shown in the project documents, excluding mobilization and establishment of site offices. The Construction Engineering and Inspection Services firm duties during this phase may include but will not be limited to:

- A. Evaluation of the Contractor's bid to determine its adequacy with regard to completing the project.
- B. Providing and establishing a temporary construction site office and coordinate with the City and Contractor for location of such office, allocation for private vehicles needs to be made due to the limited parking space on site. The CEI firm shall be responsible for all permits, utility hook ups and coordination necessary to establish the construction site office. If a site office is not feasible, the CEI firm shall rent office space off site and near the NE 25th Ave 24-inch Force Main Replacement project site; however, the CEI firm must maintain adequate staffing levels on site any time the Contractor is conducting work or other major activities.
- C. Providing recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- D. Reviewing the project baseline schedule provided by the Contractor and providing comments to the City as to its reasonableness. The CEI firm shall highlight the City's and Contractor's responsibilities that are considered critical and include long-lead-time items. In concert with the Contractor's schedule, the CEI firm shall provide and periodically update their staffing plan to adequately handle the workload created by meeting the project requirements and attending to the contractor's work items.
- E. Consulting with the City regarding the construction documents and making recommendations whenever design details adversely affect constructability, cost or schedules.
- F. Providing recommendations and information to the City regarding the allocation of responsibilities for safety programs with the Contractor.
- G. Selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the project.
- H. Providing an analysis of the types and quantities of labor required for the project and reviewing the availability of appropriate categories of labor required for critical phases. As part of this task, the CEI firm shall make

recommendations for actions designed to minimize adverse effects of labor shortages.

- I. Reviewing and advising the City on the acceptability of subcontractors and material suppliers proposed by Contractors.
- J. Assisting the City in obtaining special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The CEI firm shall verify that the City has paid applicable fees and assessments. The CEI firm shall file documents required for the approvals of governmental authorities having jurisdiction over the project.

3.3.3 Construction Phase - Administration of the Construction Contract:

The construction phase will commence with the Contractor beginning the work shown in the contract documents with the exception of mobilization and establishing site offices and will end 60 days after final payment is received by the Contractor. The CEI firm shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the CEI firm and the City to endeavor to manage the project in accordance with the latest approved estimate of construction cost, the project schedule and the contract documents. Construction Engineering and Inspection Services (CEI) firm responsibilities during this phase may include but will not be limited to the following items:

- A. Scheduling and chairing construction progress meetings including the pre-construction meeting. This includes providing agendas and minutes for meetings. The CEI firm shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The CEI firm shall prepare and promptly distribute minutes to the City and Contractor by the following week.
- B. Creating, maintaining and distributing logs for permits, RFIs, submittals, shop drawings, samples, action items, tests, claims, change orders, errors/omissions and unforeseen conditions issues.
- C. Maintaining and distributing all project related documentation including overall Project files, including digital (PDF) and hard copies of all relative correspondence.
- D. Reviewing and tracking Contractor schedule updates and updating the CEI firm staffing plan. If an update indicates that the previously approved project construction schedule may not be met, the CEI firm shall recommend corrective action to the City.
- E. Advising the City if it appears that the construction cost may exceed the latest approved project budget and make recommendations for corrective action.
- F. Providing advice to obtain satisfactory performance from the Contractor and recommending courses of action to the City when requirements of the contract are not being fulfilled.
- G. Monitoring construction cost and showing actual costs for activities in progress and estimates for uncompleted tasks.
- H. Developing cash flow reports and forecasts for the project and advising the City as to variances between actual and budgeted or estimated costs.

- I. Maintaining accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.
- J. Developing and implementing procedures for the review and processing of applications by the Contractor for progress and final payments.
- K. Tracking Contractor's Applications for Payment through City's Finance and Procurement staff as necessary to ensure timely and accurate payment.
- L. Monitoring the development of "As-Built" documents and confirming that updates are made prior to recommending approval for Contractor's Applications for Payment.
- M. The CEI firm shall determine in general that the work of the Contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the City against defects and deficiencies in the work. As appropriate, the CEI firm shall have authority, upon written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. The CEI firm, in consultation with the City, may reject work which does not conform to the requirements of the contract documents.
- N. Establishing and implementing procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. The CEI firm shall review all shop drawings, product data, samples, testing results and other submittals from the Contractor. The CEI firm shall coordinate submittals with information contained in related documents and transmit to the City those which have been approved by the CEI firm. The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- O. Providing recommendations and information to the City regarding the assignment of responsibilities for temporary project facilities and equipment, materials and services for use of the Contractor. The CEI firm shall verify that such requirements and assignment of responsibilities are included in the contract documents.
- P. Providing general construction inspection services documented in pictures and video recordings in addition to written reports.
- Q. Providing special building inspection services for engineering specialties as required.
- R. Providing supplementary design and/or drafting services if so, requested by the City.
- S. Monitoring and documenting the Contractor's compliance with applicable laws and standards.
- T. Reviewing Contractor redlines and maintaining and keeping track of such records.
- U. Keeping the visitor log for the project site.
- V. Creating and maintain a log of Notice to Owner documents and liens.
- W. Conducting safety training in addition to Contractor provided training required by the construction contract. Any visitor/worker at GTL must attend both the Risk Management Training as well as ISO 14001 training.
- X. Reviewing the contractor's access control plan and contractor's adherence to their plan.
- Y. Reviewing and approving the contractor's risk management plan to ensure it is adequate and addresses all necessary items, including medium voltage (5kV) power and equipment.

- Z. Ensuring compliance with material storage rules and monitoring hazardous material storage practices.
- AA. Scheduling, observing and documenting startup and testing of utilities, operational systems and equipment with the City's maintenance personnel.
- BB. Providing witness services for offsite tests.
- CC. Reviewing and tracking Contractor work progress, value, quality and conformance.
- DD. Recording the progress of the Project. The CEI firm shall submit written progress reports to the City including information on Contractor's work, as well as the entire Project, showing percentages of completion. The CEI firm shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers identification of equipment, materials used, work accomplished, testing performed, problems encountered and/or any events that impact the project, as well as other similar relevant data as the City may require.
- EE. Checking the contractor's pay applications and providing opinions on the accuracy compared to work completed and certifying the amounts due the Contractor. The CEI firm's certification for payment shall constitute a representation to the City, based on the CEI firm's determinations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the CEI firm's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the CEI firm. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- FF. Coordinating Contractor activities with the City's required activities necessary to operate and maintain the active water treatment facility and advising on potential conflicts or impacts.
- GG. Providing responses to Contractor requests for information. The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- HH. Coordinating use of work/staging/storage areas.
- II. Arranging for delivery, storage, protection and security of City-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the project and coordinating installation of all City-purchased materials, systems, and equipment that are part of the project.
- JJ. Relaying and documenting receipt of City policy or requirements to the Contractor and tracking the Contractor's adherence to policies and requirements.
- KK. Reviewing and providing opinions on Contractor claims and negotiating Contractor's proposals, submitting recommendations to the City and if they are accepted, preparing change orders and construction change directives which incorporate the modifications to the contract documents for City approval.
- LL. Providing interpretations of the construction contract documents and assisting in the resolution of questions that may arise. The CEI firm shall assist the City in the review,

evaluation and documentation of claims.

- MM. Maintaining project files (permits, licenses, insurance inspection reports, correspondence, meeting agenda and minutes, etc.) at the project site, available for City inspection. The CEI firm shall maintain at the project site for the City one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples and similar required submittals. The CEI firm shall maintain records in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CEI firm shall make all such records available to the City and upon completion of the project shall deliver them to the City.
- NN. Reviewing Contractor designs and make recommendations.
- OO. The CEI firm shall assist the City in the review, evaluation and documentation of Claims.
- PP. Coordinating and scheduling testing services in concert with construction work.
- QQ. Monitoring, ensuring and documenting that the Contractor obtains all required governmental and regulatory inspections and approvals.
- RR. Issuing project correspondence (field directive, cure letter, notice of noncompliance, rejected pay application, etc.). The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- SS. Preparing cost estimates for alternate proposed work or change order work.
- TT. Tracking inspections for City building permits.
- UU. Conducting inspections with the City to determine whether the work or designated portion thereof is substantially complete and preparing certificate(s) of substantial completion for portions or components of facilities as they are completed and placed in useful service. When the CEI firm considers Contractor's work or a designated portion thereof substantially complete, the CEI firm shall, jointly with the Contractor, prepare for the City a list of incomplete or unsatisfactory items and a schedule for their completion.
- VV. Coordinating the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, the CEI firm shall prepare project punch lists as portions of the project are finished and track and document completion of punch list items. The CEI firm shall evaluate the completion of the Contractor's work and make recommendations to the City when work is ready for final inspection. The CEI firm shall assist the City in conducting final inspections and issuing Final Completion notices to the Contractor.
- WW. Securing and transmitting to the City warranties and similar submittals required by the contract documents for delivery to the City and delivering all keys, manuals, record drawings and maintenance stocks to the City. The CEI firm shall forward to the City a final project application for payment upon compliance with the requirements of the contract documents.
- XX. Scheduling, observing and documenting control system testing and startup.
- YY. Providing specialists experienced to oversee technical activities described in the contract documents.
- ZZ. Coordinating preparation/collection/review of operation and maintenance manuals and incorporating such documents into an organized library to be provided to the City's plant

manager. Coordinating with the City's plant manager for required format and storage location of such library.

AAA. Scheduling and documenting Contractor provided training for City staff.

BBB. Applying for permit closeouts, certifications etc. not applied for by the Contractor and tracking permit closeouts, certifications, etc. that are the Contractor's responsibility.

3.3.4 Post Construction phase:

Construction Engineering and Inspection Services (CEI) for the NE 25th Ave 24-inch Force Main Replacement Project firm, shall assist the City in closing out the project and performing warranty inspections. The closeout tasks shall include but not be limited to:

- A. Securing and transmitting all project related files to the City. The Organization of all final files shall be established in coordination with City Project Manager and CEI firm and then be disseminated amongst all interested parties.
- B. Preparing project record drawings that are compliant with the City's CADD standards.
- C. Conducting Warranty Inspections, noting' deficiencies and tacking Contractor and subcontractor progress in correcting deficient items.
- D. Assisting the City with the submittal of any warranty claims.
- E. Upon completion of the project, issuing a report identifying any issues which may need to be corrected on future projects.

3.4 Deliverables

Deliverables will include a variety of agendas, minutes, logs, documented opinions, correspondence, reviewed shop drawings, redlined drawings, photos, videos, approved items, etc. throughout the construction and one-year warranty period.

3.5 Schedule

The selected DBF is expected to complete the PROJECT as expeditiously as possible. The estimated project duration is **468 calendar days**.

3.6 Project Description

3.6.1 The force main is located along NE 25th Avenue, from Commercial Boulevard to Oakland Park Boulevard.

3.6.2 Paragraph 6(e) of Consent Order (CO) Number 16-1487 requires the replacement of approximately 5,820 linear-feet of 24-inch-diameter cast-iron sanitary sewer force main along Northeast 25th Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC) by September 30, 2026. The City of Fort Lauderdale (CITY) has elected to move forward with this project via a design-build project delivery approach.

3.6.3 Project includes the design, permitting, construction, testing, and startup of:

- 1. A new force main along Northeast 25th Avenue, with a minimum nominal internal diameter (ID min.) of 24 inches, utilizing high-density polyethylene (HDPE) pipe

[referred to as 30-inch HDPE DR 11/200 PSI on the Contract Drawings], using a combination of open-cut trenching and horizontal directional drilling (HDD) installation methods to replace the existing cast-iron force main.

- a. The segment of force main on Northeast 25th Avenue, from East Commercial Boulevard, south to Northeast 47th Street, shall be installed utilizing the open cut method.
- b. The segment of force main from Northeast 47th Street, south to the access road into CRCC (roughly located at the bend where Northeast 25th Avenue becomes Northeast 40th Street), shall be installed utilizing HDD methods.
- c. Select, procure, and install new isolation plug valves and necessary piping near intersections of Northeast 25th Avenue and Northeast 49th Street, Northeast 25th Avenue. and Northeast 48th Lane to replace existing inoperable valves and provide isolation (line stop) and flow bypass in order to perform required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for isolation from service pressure.
- d. Connections: Connect new proposed 24-inch force main to existing 18-inch cast-iron force main on Northeast 25th Avenue just south of FDOT right-of-way (ROW) on E. Commercial Blvd.
 - i. Interconnect new proposed 24-inch force main on Northeast 25th Avenue to existing 14-inch-diameter cast-iron force main and existing 16-inch-diameter ductile iron force main that extend east along Northeast 49th Street.
 - ii. Interconnect new proposed 24-inch force main on Northeast 25th Avenue to existing 8-inch-diameter cast-iron force main that extends west along 48th Lane.

3.6.4 Work of this project must be coordinated in a phased approach with City Project 12384 Northeast 38th Street 42-Inch FM and Northeast 19th Avenue 24-Inch FM Replacement.

P12384 - NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements

3.7 Purpose

The City of Fort Lauderdale is seeking the services of a qualified consulting firm to provide Construction Engineering and Inspection (CEI) Services related to the NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements Project. Section 3.8 contains a list of services that may be required. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. 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 CEI consultants, and for which the firm(s) are experienced, qualified, and able to perform.

3.7.1 NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements

The purpose of this project is to replace approximately 700 linear feet (LF) of 20-

inch-diameter force main (FM) and 7,200 LF of FM with a minimum nominal internal diameter (ID min) of 42 inches along Northeast (NE) 38th Street (St.) between NE 12th Avenue (Ave.) and Repump Station B (located in the Coral Ridge Country Club [CRCC] Golf Course). It also requires the installation of 3,750 LF of new 24-inch-diameter FM along NE 50th Court.

3.8 Scope of Services

The City of Fort Lauderdale is seeking Statements of Qualifications from qualified CEI firms in response to this Request for Qualifications for the purpose of managing the construction of the following project: NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements Project (Project No. P12384)

3.9 Consultant CEI Firm's Requirements, Responsibilities & Services

The CEI Services firm for the NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements Project will be required to perform services as requested in assisting the City with implementing the combined project.

3.9.1 General:

The CEI Services (CEI) for the NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements Project will consist of those services performed by the CEI firm and sub consultants enumerated in the Agreement between the City and the CEI Firm. Duties may include, but will not necessarily be limited to:

- G. Acting as the City's representative and agent relative to the entire project.
- H. Assuming the role and requirements of the Engineer of Record for the project.
- I. Providing sufficient organization, personnel and management to carry out the requirements of the Agreement in an expeditious and economical manner consistent with the interests of the City.
- J. Possessing credentials from the State of Florida, certifying that both the firm and the key individuals are currently in good standing as a licensed Architect or Engineer throughout the duration of this contract.
- K. Employees on site need to have a picture badge by their employer and be able to read, write and speak English. Employees must wear appropriate safety gear (PPE) at all times while on the project.
- L. CEI team to be trained as well as the contractor's staff in ISO 9001 and ISO 14001 in order to comply with the requirements the City has put in place.

3.9.2 Pre-Construction Phase:

The pre-construction phase will commence upon issuance of the Notice to Proceed from the City to the CEI firm and will end when the Contractor commences the work shown in the project documents, excluding mobilization and establishment of site offices. The Construction Engineering and Inspection Services firm duties during this phase may include but will not be limited to:

- K. Evaluation of the Contractor's bid to determine its adequacy with regard to completing the project.
- L. Providing and establishing a temporary construction site office and coordinate

with the City and Contractor for location of such office, allocation for private vehicles needs to be made due to the limited parking space on site. The CEI firm shall be responsible for all permits, utility hook ups and coordination necessary to establish the construction site office. If a site office is not feasible, the CEI firm shall rent office space off site and near the NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements Project site; however, the CEI firm must maintain adequate staffing levels on site any time the Contractor is conducting work or other major activities.

- M. Providing recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- N. Reviewing the project baseline schedule provided by the Contractor and providing comments to the City as to its reasonableness. The CEI firm shall highlight the City's and Contractor's responsibilities that are considered critical and include long-lead-time items. In concert with the Contractor's schedule, the CEI firm shall provide and periodically update their staffing plan to adequately handle the workload created by meeting the project requirements and attending to the contractor's work items.
- O. Consulting with the City regarding the construction documents and making recommendations whenever design details adversely affect constructability, cost or schedules.
- P. Providing recommendations and information to the City regarding the allocation of responsibilities for safety programs with the Contractor.
- Q. Selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the project.
- R. Providing an analysis of the types and quantities of labor required for the project and reviewing the availability of appropriate categories of labor required for critical phases. As part of this task, the CEI firm shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- S. Reviewing and advising the City on the acceptability of subcontractors and material suppliers proposed by Contractors.
- T. Assisting the City in obtaining special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The CEI firm shall verify that the City has paid applicable fees and assessments. The CEI firm shall file documents required for the approvals of governmental authorities having jurisdiction over the project.

3.9.3 Construction Phase - Administration of the Construction Contract:

The construction phase will commence with the Contractor beginning the work shown in the contract documents with the exception of mobilization and establishing site offices and will end 60 days after final payment is received by the Contractor. The CEI firm shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the CEI firm and the City to endeavor to manage the project in accordance with the

latest approved estimate of construction cost, the project schedule and the contract documents. Construction Engineering and Inspection Services (CEI) firm responsibilities during this phase may include but will not be limited to the following items:

- A. Scheduling and chairing construction progress meetings including the pre-construction meeting. This includes providing agendas and minutes for meetings. The CEI firm shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The CEI firm shall prepare and promptly distribute minutes to the City and Contractor by the following week.
- B. Creating, maintaining and distributing logs for permits, RFIs, submittals, shop drawings, samples, action items, tests, claims, change orders, errors/omissions and unforeseen conditions issues.
- C. Maintaining and distributing all project related documentation including overall Project files, including digital (PDF) and hard copies of all relative correspondence.
- D. Reviewing and tracking Contractor schedule updates and updating the CEI firm staffing plan. If an update indicates that the previously approved project construction schedule may not be met, the CEI firm shall recommend corrective action to the City.
- E. Advising the City if it appears that the construction cost may exceed the latest approved project budget and make recommendations for corrective action.
- F. Providing advice to obtain satisfactory performance from the Contractor and recommending courses of action to the City when requirements of the contract are not being fulfilled.
- G. Monitoring construction cost and showing actual costs for activities in progress and estimates for uncompleted tasks.
- H. Developing cash flow reports and forecasts for the project and advising the City as to variances between actual and budgeted or estimated costs.
- I. Maintaining accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.
- J. Developing and implementing procedures for the review and processing of applications by the Contractor for progress and final payments.
- K. Tracking Contractor's Applications for Payment through City's Finance and Procurement staff as necessary to ensure timely and accurate payment.
- L. Monitoring the development of "As-Built" documents and confirming that updates are made prior to recommending approval for Contractor's Applications for Payment.
- M. The CEI firm shall determine in general that the work of the Contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the City against defects and deficiencies in the work. As appropriate, the CEI firm shall have authority, upon written authorization from the City, to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated,

installed or completed. The CEI firm, in consultation with the City, may reject work which does not conform to the requirements of the contract documents.

- N. Establishing and implementing procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. The CEI firm shall review all shop drawings, product data, samples, testing results and other submittals from the Contractor. The CEI firm shall coordinate submittals with information contained in related documents and transmit to the City those which have been approved by the CEI firm. The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- O. Providing recommendations and information to the City regarding the assignment of responsibilities for temporary project facilities and equipment, materials and services for use of the Contractor. The CEI firm shall verify that such requirements and assignment of responsibilities are included in the contract documents.
- P. Providing general construction inspection services documented in pictures and video recordings in addition to written reports.
- Q. Providing special building inspection services for engineering specialties as required.
- R. Providing supplementary design and/or drafting services if so, requested by the City.
- S. Monitoring and documenting the Contractor's compliance with applicable laws and standards.
- T. Reviewing Contractor redlines and maintaining and keeping track of such records.
- U. Keeping the visitor log for the project site.
- V. Creating and maintain a log of Notice to Owner documents and liens.
- W. Conducting safety training in addition to Contractor provided training required by the construction contract. Any visitor/worker at GTL must attend both the Risk Management Training as well as ISO 14001 training.
- X. Reviewing the contractor's access control plan and contractor's adherence to their plan.
- Y. Reviewing and approving the contractor's risk management plan to ensure it is adequate and addresses all necessary items, including medium voltage (5kV) power and equipment.
- Z. Ensuring compliance with material storage rules and monitoring hazardous material storage practices.
- AA. Scheduling, observing and documenting startup and testing of utilities, operational systems and equipment with the City's maintenance personnel.
- BB. Providing witness services for offsite tests.
- CC. Reviewing and tracking Contractor work progress, value, quality and conformance.
- DD. Recording the progress of the Project. The CEI firm shall submit written progress

reports to the City including information on Contractor's work, as well as the entire Project, showing percentages of completion. The CEI firm shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers identification of equipment, materials used, work accomplished, testing performed, problems encountered and/or any events that impact the project, as well as other similar relevant data as the City may require.

- EE. Checking the contractor's pay applications and providing opinions on the accuracy compared to work completed and certifying the amounts due the Contractor. The CEI firm's certification for payment shall constitute a representation to the City, based on the CEI firm's determinations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the CEI firm's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the CEI firm. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- FF. Coordinating Contractor activities with the City's required activities necessary to operate and maintain the active water treatment facility and advising on potential conflicts or impacts.
- GG. Providing responses to Contractor requests for information. The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- HH. Coordinating use of work/staging/storage areas.
- II. Arranging for delivery, storage, protection and security of City-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the project and coordinating installation of all City-purchased materials, systems, and equipment that are part of the project.
- JJ. Relaying and documenting receipt of City policy or requirements to the Contractor and tracking the Contractor's adherence to policies and requirements.
- KK. Reviewing and providing opinions on Contractor claims and negotiating Contractor's proposals, submitting recommendations to the City and if they are accepted, preparing change orders and construction change directives which incorporate the modifications to the contract documents for City approval.
- LL. Providing interpretations of the construction contract documents and assisting in the resolution of questions that may arise. The CEI firm shall assist the City in the review, evaluation and documentation of claims.
- MM. Maintaining project files (permits, licenses, insurance inspection reports, correspondence, meeting agenda and minutes, etc.) at the project site, available for City inspection. The CEI firm shall maintain at the project site for the City one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop

drawings, product data, samples and similar required submittals. The CEI firm shall maintain records in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CEI firm shall make all such records available to the City and upon completion of the project shall deliver them to the City.

- NN. Reviewing Contractor designs and make recommendations.
- OO. The CEI firm shall assist the City in the review, evaluation and documentation of Claims.
- PP. Coordinating and scheduling testing services in concert with construction work.
- QQ. Monitoring, ensuring and documenting that the Contractor obtains all required governmental and regulatory inspections and approvals.
- RR. Issuing project correspondence (field directive, cure letter, notice of noncompliance, rejected pay application, etc.). The CEI firm's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the City or Contractor.
- SS. Preparing cost estimates for alternate proposed work or change order work.
- TT. Tracking inspections for City building permits.
- UU. Conducting inspections with the City to determine whether the work or designated portion thereof is substantially complete and preparing certificate(s) of substantial completion for portions or components of facilities as they are completed and placed in useful service. When the CEI firm considers Contractor's work or a designated portion thereof substantially complete, the CEI firm shall, jointly with the Contractor, prepare for the City a list of incomplete or unsatisfactory items and a schedule for their completion.
- VV. Coordinating the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, the CEI firm shall prepare project punch lists as portions of the project are finished and track and document completion of punch list items. The CEI firm shall evaluate the completion of the Contractor's work and make recommendations to the City when work is ready for final inspection. The CEI firm shall assist the City in conducting final inspections and issuing Final Completion notices to the Contractor.
- WW. Securing and transmitting to the City warranties and similar submittals required by the contract documents for delivery to the City and delivering all keys, manuals, record drawings and maintenance stocks to the City. The CEI firm shall forward to the City a final project application for payment upon compliance with the requirements of the contract documents.
- XX. Scheduling, observing and documenting control system testing and startup.
- YY. Providing specialists experienced to oversee technical activities described in the contract documents.
- ZZ. Coordinating preparation/collection/review of operation and maintenance manuals and incorporating such documents into an organized library to be provided to the City's plant manager. Coordinating with the City's plant manager for required format and storage location of such library.

AAA. Scheduling and documenting Contractor provided training for City staff.

BBB. Applying for permit closeouts, certifications etc. not applied for by the Contractor and tracking permit closeouts, certifications, etc. that are the Contractor's responsibility.

3.9.4 Post Construction phase:

Construction Engineering and Inspection Services (CEI) for the NE 38th St. 42-Inch FM and NE 19th Ave 24-Inch FM Replacements Project firm, shall assist the City in closing out the project and performing warranty inspections. The closeout tasks shall include but not be limited to:

- A. Securing and transmitting all project related files to the City. The Organization of all final files shall be established in coordination with City Project Manager and CEI firm and then be disseminated amongst all interested parties.
- B. Preparing project record drawings that are compliant with the City's CADD standards.
- C. Conducting Warranty Inspections, noting' deficiencies and tacking Contractor and subcontractor progress in correcting deficient items.
- D. Assisting the City with the submittal of any warranty claims.
- E. Upon completion of the project, issuing a report identifying any issues which may need to be corrected on future projects.

3.10 Deliverables

Deliverables will include a variety of agendas, minutes, logs, documented opinions, correspondence, reviewed shop drawings, redlined drawings, photos, videos, approved items, etc. throughout the construction and one-year warranty period.

3.11 Schedule

The selected DBF is expected to complete the PROJECT as expeditiously as possible. The estimated project duration is 660 calendar days.

3.12 Project Description

3.12.1 The force mains are located along Northeast (NE) 38th Street (St.) between NE 12th Avenue (Ave.) and Repump Station B (located in the Coral Ridge Country Club [CRCC] Golf Course). It also located along NE 50th Court.

3.12.2 Paragraph 6(e) of Consent Order (CO) Number 16-1487 requires the replacement of approximately 700 linear feet (LF) of 20-inch-diameter force main (FM) and 7,200 LF of FM with a minimum nominal internal diameter (ID min) of 42 inches along Northeast (NE) 38th Street (St.) between NE 12th Avenue (Ave.) and Repump Station B (located in the Coral Ridge Country Club [CRCC] Golf Course). It also requires the installation of 3,750 LF of new 24-inch-diameter FM along NE 50th Court.

3.12.3 Project includes the design, permitting, construction, testing, and startup of:

- 1. 700 LF of a new 20-inch-diameter FM along NE 38th St. between NE 12th Ave. and NE 13th Ave. 70 LF shall be installed by open-cut and 630 LF by horizontal directional drilling (HDD).

- a. Connections: Connect the west end of the proposed FM to the existing 20-inch cast iron pipe (CIP) FM located between North Dixie Highway and NE 12th Ave. Connect the east end of the proposed FM to the existing 20-inch CIP FM at NE 38th St., to the 20-inch CIP FM at NE 13th Ave., and to the proposed 42-inch ID min FM.
 2. 7,200 LF of a new 42-inch ID min FM along NE 38th St., between NE 13th Ave. and Repump Station B inside the CRCC. The segment of FM from NE 13th Ave. to NE 20th Ave. shall be installed using an HDD installation method. The segment of FM from NE 20th Avenue to the CITY's Mangurian Park shall be installed using the open-cut method and the segment of FM under the CRCC Golf Course shall be installed using HDD.
 - a. Connections:
 - i. Connect the existing 18-inch high-density polyethylene (HDPE) FM and 20-inch ductile iron pipe (DIP) FM at NE 13 Ave. to the proposed 42-inch ID min FM.
 - ii. Connect the existing 16-inch DIP FM at NE 16th Ave. to the proposed 42-inch ID min FM at NE 38th St.
 - iii. Connect the existing 8-inch CIP FM near NE 20th Ave. to the proposed 42-inch ID min FM at NE 38th St.
 - iv. Connect the proposed 42-inch ID min FM to Repump Station B in the CRCC.
 - v. Select, procure, and install all new flow, air release valves, and necessary piping and provide isolation (line stop) and flow bypass to perform the required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for their isolation from service pressure. Connections to the existing wastewater FM system and wastewater pump stations shall be conducted via open-cut method. The overall length of the crossings and exact tie-in locations will be determined as part of the scope of this design-build project.
 3. 3,750 LF of new FM 24-inch ID min under NE 50th Ct. Construction of proposed pipelines under NE 38th St shall use HDPE by HDD and open cut in select areas shown on the contract drawings. Installation of new 24-inch ID min along NE 50th Ct. shall use DIP or HDPE by open cut and/or HDPE by HDD. No other methods of pipe installation will be allowed on this project.
 - a. Connections: Connect proposed piping on the east end to the discharge line of Pump Station B-9 along NE 18th Ave. and on the west end to the existing 24-inch-diameter DIP FM toward Commercial Boulevard (Blvd.).
- 3.12.4 Work on this project must be coordinated in a phased approach with CITY project 12383, NE 25th Ave. 24-inch FM Replacement.

END OF SECTION III

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses Infor 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 Infor. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Infor well in advance of their intention of submitting a proposal to ensure familiarity with the use of Infor. 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 Infor.

All proposals must be submitted electronically.

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

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

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

4.1.5 In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or

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

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

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

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.
 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that

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

4.2 Contents of the Proposal

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

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

4.2.1 Table of Contents

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

4.2.2 Executive Summary

Each proposer must submit an executive summary that identifies the business entity, its background, 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.

The firm shall demonstrate previous construction inspection experience in the State of Florida, including Projects at a City, County, or State level within the last five (5) years.

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

4.2.4 Qualifications of the Project Team

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

4.2.5 Approach to Scope of Work

- Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.
- Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time.
- Also provide information on your firm's current workload and how this project will fit into your workload. Describe the firm's current and anticipated workload. Include a summary of current projects and anticipated completion timeframes. Describe how City tasks will be prioritized within your organization, and the availability of the project team to commit towards this project.
- Describe available facilities, technological capabilities and other available resources you offer for the project.
- Provide a proposed (realistic) schedule from Notice to proceed until the construction drawings are issued. The City expects this project to be completed expeditiously and the City reserves the right to make adjustments to this schedule as necessary.

4.2.6 References

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

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

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

4.2.7 Minority/Women (M/WBE) Participation

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

4.2.8 Sub-consultants

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

4.2.9 Required Forms

a. Sample Insurance Certificate

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

b. Non-Collusion Statement

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

c. Non-Discrimination Certification Form

d. E-Verify Affirmation Statement

e. Contract Payment Method [if applicable]

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

f. Bid/Proposal Certification

Complete and attach the Certification

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

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

END OF SECTION IV

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

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

5.2 Evaluation Criteria

- 5.2.1** Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 5.2.2** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.3 Weighted Criteria

Criteria	Percentage
Qualifications of Firm Including licenses, insurance, and other pertinent information for Prime Firm and Team.	30%
Experience Including Prime Firm and project Team, principals, project manager, staff and sub-consultants.	20%
History and Past Performance Experience with and knowledge of requirements indicated in Scope of Work Section. Including amount of previous similar projects and references; volume of previous work awarded by the City.	20%
Approach to Scope of Work Including your understanding of and plans to address the Scope of Work; your current, and projected workloads; Including M/WBE Participation Efforts.	30%
TOTAL	100%

5.3 Contract Award

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

END OF SECTION V



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



E-VERIFY AFFIRMATION STATEMENT

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

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

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

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder'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

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

<input type="text"/>
<input type="text"/>
<input type="text"/>

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is: Certificate of Competency Number of Qualifying Agent: Effective Date: Expiration Date: Licensed in: Engineering Contractor's License #
(County/State)Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:



ADDENDUM NO. 1

RFQ No. 113

Construction Engineering & Inspection (CEI) Services for the NE 25th and NE 19th Ave 24-inch Force Main Replacements and the NE 38th St. 42-Inch Force Main Replacement

ISSUED: **June 15, 2023**

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

1. Addition of P12383 NE 25th Ave DCP – Project P12383 Design Criteria Package
2. Addition of P12384 NE 38th Street DCP – Project P12384 Design Criteria Package

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



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

ADDENDUM NO. 2

RFQ No. 113

Construction Engineering & Inspection (CEI) Services for the NE 25th and NE 19th Ave 24-inch Force Main Replacements and the NE 38th St. 42-Inch Force Main Replacement

ISSUED: **June 26, 2023**

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

1. The Proposal Due Date has been changed to Wednesday, July 12, 2023, at 2:00PM Local Time.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____