

Solicitation 12665-1026

Water Consent Order Program Management and Mapping Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12665-1026

Water Consent Order Program Management and Mapping Services

Bid Number **12665-1026**
 Bid Title **Water Consent Order Program Management and Mapping Services**

Bid Start Date **Apr 22, 2022 3:58:27 PM EDT**
 Bid End Date **Jun 27, 2022 2:00:00 PM EDT**
 Question & Answer End Date **May 13, 2022 5:00:00 PM EDT**

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

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

Bid Comments **The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm(s) to provide Professional Services related to the civil enforcement actions mandated by a Florida Department of Environmental Protection (FDEP) Consent Agreement. The services provided under this contract shall include program management; reporting to FDEP; data collection, survey, and georeferenced mapping of the water infrastructure; and assistance with the water line valves exercise program.**

The following is a list of services that may be required on an as-needed basis, as requested by the City, which will be authorized by individual Task Orders. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The 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 design consultants and for which the firm(s) are experienced, qualified, and able to perform.

Added on May 23, 2022:

The purpose of Addendum 1 is to extend the Proposal Due Date to Monday, June 27, 2022 at 2:00PM Local Time.

Added on Jun 16, 2022:

The purpose of Addendum 2 is to add Section 3.5 "Incentive – Disincentive" to Section III, "Scope of Services".

Addendum # 1

New Documents	RFQ No. 12665-1026 - Water Consent Order Program Management Addendum 1.pdf		
Previous End Date	May 23, 2022 2:00:00 PM EDT	New End Date	Jun 27, 2022 2:00:00 PM EDT

Item Response Form

Item **12665-1026--01-01 - Water Consent Order Program Management and Mapping Services**
 Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Water Consent Order Program Management and Mapping Services per the Scope of Services of this solicitation.

Request for Qualifications

RFQ # 12665-1026

Water Consent Order Program Management and Mapping Services

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

City of Fort Lauderdale



Sylejman Ujkani
Program Manager

Erick Martinez
Senior Procurement Specialist
Telephone: (954) 828-4019 E-mail: emartinez@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm(s) to provide Professional Services related to the civil enforcement actions mandated by a Florida Department of Environmental Protection (FDEP) Consent Agreement. The services provided under this contract shall include program management; reporting to FDEP; data collection, survey, and georeferenced mapping of the water infrastructure; and assistance with the water line valves exercise program.

The following is a list of services that may be required on an as-needed basis, as requested by the City, which will be authorized by individual Task Orders. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The 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 design consultants and for which the firm(s) are experienced, qualified, and able to perform.

1.2 BidSync

The City uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a response to ensure familiarity with the use of BidSync. The City shall not be responsible for an offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BidSync. There is no charge to bidders/construction managers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through BidSync at bidsync.com no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA bidsync.com.**

1.3 Electronic Bid Openings

This solicitation will be opened electronically via bidsync.com at the date and time indicated in the solicitation. All openings will be held on the bidsync.com platform. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "Zoom meeting" by using the following information:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 954-686-7296](tel:+19546867296), [696755482#](tel:+1696755482) United States, Fort Lauderdale

Phone Conference ID: 696 755 482#

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

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: Erick Martinez, Senior Procurement Specialist
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Telephone: (954) 828-4019
E-mail: erickmartinez@fortlauderdale.gov

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

1.6 Debarred or Suspended Bidders or Proposers

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

1.7 Prohibition Against Contracting with Scrutinized Companies

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

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

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

2.2 Changes and Alterations

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

2.3 Consultants' Costs

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

2.4 Mistakes

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

2.5 Acceptance of Responses/Minor Irregularities

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

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

2.6 Responsiveness

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

2.7 Responsibility

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

2.8 Minimum Qualifications

Firms shall be in the business of professional engineering consulting services for **TEN (10)** years and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.8.1 Proposer or principals shall have relevant experience in Program Management and Mapping services. Program Manager must be Registered Professional Engineer in the State of Florida with experience in management of similar programs and/or services, preferably for municipal water systems, consent order programs, and mapping services. Project manager assigned to the work must have relevant experience, appropriate certifications, and have served as project manager on similar projects. The Project Manager for Mapping must be a Registered Surveyor and Mapper with experience in survey and mapping of municipal utility systems, preferably water systems and citywide/large-scale surveying and have served as project manager on similar projects.

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

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

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

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

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation

must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 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, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON 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 Unauthorized Work

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

2.21 Payment Method

The City shall make payment to the Consultant by check.

2.23 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.

2.24 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.

2.25 Substitution of Personnel

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

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 Liquidated damages for Failure to Perform

If the city fails to meet the mandates and deadlines set forth by the Consent Agreement due to the Contractor's failure to perform, the Contractor shall be responsible for paying all fines and fees imposed by FDEP.

Consent Decree Liquidated Damages:

The Consent Decree provides that the Regulatory Agencies may impose stipulated penalties against City of Fort Lauderdale for failure to meet certain deadlines. In the event the Regulatory Agencies impose such penalties against City of Fort Lauderdale, and such penalties are a result of the Consultant lack of performance, failure to meet Compliance Dates or a SSO that occurs during project, the consultant shall be liable to the City of Fort Lauderdale for such amounts as additional Liquidated Damages ("Consent Decree Liquidated Damages") ("COLD"). Please note these COLD are in addition to the Contract Liquidated Damages as specified previously and may be assessed separately and/or in combination.

2.31 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.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose/Background

The City of Fort Lauderdale (City) is seeking the services of a qualified consulting firm(s) to provide Professional Services related to the civil enforcement actions mandated by a Florida Department of Environmental Protection (FDEP) Consent Agreement. The services provided under this contract shall include program management; reporting to FDEP; data collection, survey, and georeferenced mapping of the water infrastructure; and assistance with the water line valves exercise program. The following is a list of services that may be required on an as-needed basis, as requested by the City, which will be authorized by individual Task Orders. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The 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 design consultants and for which the firm(s) are experienced, qualified, and able to perform.

Background

On July 17th, 2019, a source water main break of the public water system occurred that led to the issuance of a Citywide boil water notice. Review of the incident report by the FDEP concluded that the City was unable to quickly isolate the damage and redirect flow. This prompted the City to voluntarily enter into Consent Order (CO) Number 19-1637 with FDEP on July 24, 2020. In response to this Consent Agreement, the City is seeking a qualified Consultant that will serve as the Program Manager. The role of the Program Manager will be to ensure that the City meets the requirements and deadlines set forth by the FDEP Consent Agreement, to actively engage in the mapping of the water infrastructure, and assists with valve exercise reporting in order to comply with the Agreement's mandates and to enable the City to quickly isolate breaks and redirect flow.

The City of Fort Lauderdale provides water service to Fort Lauderdale and seven neighboring cities, including parts or all of Dania Beach, Davie, Lauderdale-by-the-Sea, Wilton Manors, Lazy Lake, Oakland Park and Tamarac. The City's water infrastructure consists of approximately 783 miles of source and distribution water mains, 19000 valves, 6,200 fire hydrants, 250 air release valves, and 62,600 water meters and service lines. The City maintains and operates a potable water system consisting of the following three main components: two (2) water treatment plants (WTPs): Fiveash WTP and the Peele-Dixie WTP; two (2) remote storage and repump facilities: Poinciana Park Water Tank & Pump Station and the Northwest 2nd Avenue Water Tank & Pump Station; and approximately 750 miles of water distribution pipeline. The City withdraws groundwater from the surficial Biscayne Aquifer from two active wellfields, the Dixie Wellfield (serving Peele-Dixie WTP) and the Prospect Wellfield (serving Fiveash WTP). The WTPs treat the raw groundwater to meet all water quality regulations and pump the finished water through the City's distribution system to its customers either directly or via the remote storage and repump facilities.

3.2 Scope of Services

The City of Fort Lauderdale (City) is seeking statements of qualifications from qualified engineering firms in response to this Request for Qualifications (RFQ) for the purpose of managing the overall delivery of the following tasks:

1. Data collection, surveying, and mapping of water infrastructure, including all source and distribution mains, control valves, hydrants, air release valves, water meters, inactive mains, and directional flow routes.

2. Assist with the water valves exercising program through planning the field work, providing and updating field schedules, and preparation of field activity reports. Provide supplemental resources to exercise the valves only if needed.
3. Review and validation of maintenance records and preparation of annual report showing that the water line valves were exercised as required.
4. Physical condition assessments of all water valves and provide recommendations as needed.
5. Reporting to FDEP to ensure that all Consent Agreement mandates are met in a timely fashion.
6. **Table 1** below provides an updated list of the future activities stipulated within (or as may be necessary) to comply with the FDEP Consent Agreement. Additional projects may be required and added to this list in the future.

TABLE 1:

Item No.	Project / Item
1	Exercise 20% of the Water Distribution System Valves per PMP in Year 2.
2	Prepare an Annual Report showing the number of water line valves exercised in Year 2.
3	Exercise 20% of the Water Distribution System Valves per PMP in Year 3.
4	Exercise 20% of the Water Distribution System Valves per PMP in Year 4.
5	Exercise last 20% of the Water Distribution System Valves per PMP in Year 5.
6	Prepare a revised plan (or amendment to the plan) if requested by the City to develop a complete map of the existing water supply network. (The current Mapping Plan accepted by FDEP is available upon request.)
7	Complete all mapping and certify to the Department in writing.

The selected Consultant shall ensure that the program components are technically, economically, and functionally consistent and are implemented in a manner that meets the requirements and deadlines of the Consent Order; specific milestones determined by the City; and any applicable regulatory requirements, such as the Clean Water Act, Florida Department of Environmental Protection (FDEP) regulations, and Environmental Protection Agency (EPA) rules.

The Proposer will develop a complete map of the existing water supply network in order to satisfy the agreement with FDEP while also meeting the City's water mapping needs. The maps shall include all existing source and distribution mains, hydrants, control valves, and directional flow routes. In addition, inactive mains and related appurtenances with shut-off valves should be illustrated and highlighted to define their unique operational status.

Note: A copy of the referenced Consent Order agreement is included in this solicitation. Also, the current Mapping Plan (prepared by WGI, dated September 22, 2020) accepted by FDEP is included in this solicitation.

SEE EXHIBIT A - WGI Water Distribution Mapping Plan

SEE EXHIBIT B - Consent Order

3.3 Tasks

The scope of services for this project is expected to include, but is not limited to, the following tasks:

3.3.1 Program Reporting to FDEP

- a. Prepare and maintain, together with City staff, a Program Management Plan which establishes communication protocols and data collection, and process standards that will ensure the conditions set forth by the FDEP Consent Agreement are met in a timely fashion in order to prevent additional penalties and corrective action measures.
- b. Consultant shall develop documents, memorandums and progress reports as required for submission to FDEP in order to meet all Consent Agreement mandates and deadlines, and to stay in compliance with FDEP regulations.
- c. Submit copies of the deliverables for review by the City, Florida Department of Transportation (FDOT) and Broward County as required.
- d. Ensure compliance with all regulatory agencies having an interest or jurisdiction over this project and which may require permits.
- e. Ensure compliance with all applicable Maintenance of Traffic (MOT) permits.

3.3.2 Data Collection and Valve Exercising:

- a. Monitor the City's valve maintenance program and provide reports as required by the CO.
- b. Plan the field work in accordance to the City's Water System Valve Maintenance Plan, including but not limited to providing and updating field schedules.
- c. Provide field support and issue field activities reports, as needed.
- d. Perform assessment of the City's existing water valves currently in the City's Geographic Information System database and collect/validate locations for geo-referencing accuracy as needed.
- e. Perform a Citywide operability testing of all water valves if requested.
- f. Provide supplemental resources to exercise valves if needed.
- g. Perform a Citywide records review of the existing water valves and maintenance based on available GIS data and historical documentation.
- h. Collect data required to deliver a complete georeferenced GIS database of all the water valves belonging to the City if needed.
- i. Review of maintenance records and preparation of annual reports showing that the water line valves were exercised in accordance to the City's Water System Valve Maintenance Plan and Consent Order requirements.

3.3.3 Data Collection and Mapping:

- a. Review the Water Distribution Mapping Plan and timeline currently approved by FDEP. If requested by City, make recommendations for City consideration, and revise the mapping plan for resubmittal to FDEP.

- b. Develop complete maps in accordance with the approved (original or resubmitted) mapping plan to comply with the requirements of the consent order.
- c. Validate the City's existing water distribution system infrastructure currently in the City's Geographic System (GIS) database and validate its locational accuracy.
- d. Perform survey and collect data required to deliver a complete, spatially accurate and connected GIS water utility network of the entire water system, including all source and distribution mains, control valves, hydrants, air release valves, water meters, and inactive mains.
- e. Perform verification of infrastructure component attributes, such as pipe size and material.
- f. Provide resources to verify the open/close status of valves in the field if needed. Provide and update field schedule and issue field activity reports. Deliver the open/close status information collected in City's desired format for incorporation into the City's GIS database.
- g. Provide confirmation of horizontal and vertical locations. Utilize subsurface utility engineering methods and technologies as appropriate. Designate source and water distribution mains providing quality as specified in final mapping plan.
- h. Deliver to the City a completed GIS database compatible with the City's existing GIS and asset management software systems. Ensure that deliverable(s) are formatted in a way that can be seamlessly loaded and operated with little to no processing or downtime for the City. This may require entering new location and attribute information, as well as editing existing GIS data, based on data collected from survey fieldwork, inspections, and by referencing historic documentation. Required database schema will be provided as an Esri File Geodatabase (FGDB), and delivery may require populating one FGDB for each survey zone.
- i. The mapping must be certified complete and accessible in accordance with the Consent Order by July 23, 2023.

3.4 Additional Scope Details:

Additional work may include the employment of technologies and methods necessary to implement the mapping plan and provide confirmation of horizontal and vertical locations, such as utility designates and locates, lidar, and test holes. Proposers are encouraged to be innovative and provide new ideas including the use of latest technologies. The Consultant shall coordinate with all regulatory agencies that have jurisdictional authority and ensure that the designs meet and exceed their standards and criteria.

The Consultant may propose to the City for approval and retain multiple, qualified sub-consultants for mapping, design and related program services. Other services and disciplines may be added by the City as needed during the course of the program work. The Consultant must be able to provide services in the following disciplines:

- 1. Utility Designating and Locating
- 2. Subsurface Utility Engineering
- 3. Surveying and Mapping
 - a. Aerial Photogrammetry
 - b. Land Surveying

4. Geographic Information Services (GIS)
5. Water Asset Management
6. Community Relations
7. Field Staff (Various)
8. Geotechnical Engineering and Testing
9. Civil Engineering (General)
10. Environmental Engineering
11. Project Management
12. Project Staff Extension
13. Computerized Visualization Tools
14. Value, Risk, and Benefit to Cost Business Case Analysis
15. City shall have the right, in its sole and absolute discretion, to require additional services that are required per the FDEP Consent Agreement and/or consistent with the scope of services and those activities typically performed by utility design consultants and for which the firm(s) are experienced, qualified, and able to perform.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

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

All proposals must be submitted electronically.

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

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

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

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

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

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

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

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

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that

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

4.2 Contents of the Proposal

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

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

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Firm Qualifications and Experience

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

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

4.2.4 Qualifications of the Project Team

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. Providing

this information on an organizational chart is recommended. A brief 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 Sub-consultants

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

4.2.8 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. 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

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
Firm Qualifications and Experience	30%
Project Team Experience and Qualifications	30%
Methodology and Approach to Scope of Work	40%
TOTAL:	100%

5.3 Contract Award

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

END OF SECTION

AGREEMENT

between

City of Fort Lauderdale

and

COMPANY NAME

for

Water Consent Order Program Management and Mapping Services

RFQ No. 12665-1026

C- 1

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 202____, by and between:

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

and

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

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of (COMMISSION DATE) authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Water Consent Order Program Management and Mapping Services, RFQ No. 12665-1026, incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

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

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

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

- 1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.25 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.26 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.27 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2

PREAMBLE

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

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

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Water Consent Order Program Management and Mapping Services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by

the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

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

ARTICLE 4

GENERAL PROVISIONS

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

ARTICLE 5

PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ #12665-1026).

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications (RFQ #12665-1026).

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

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

ARTICLE 6

TASK ORDERS

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

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

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **(AGREEMENT TOTAL IN WORDS) (\$AGREEMENT TOTAL IN NUMBERS)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

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

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

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal

expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

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

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

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

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

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

8.4 METHOD OF PAYMENT

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

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

8.4.3 Payments are scheduled to be made by CITY to CONSULTANT by check.

8.4.4 Payment will be made to CONSULTANT at:

(CONSULTANT'S ADDRESS)

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

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

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

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be

considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
 - 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

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

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

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which

the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

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

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

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

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

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

and correct entries related to the Project.

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

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

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

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

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including

apprenticeship), and accessibility.

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

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

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

12.7 SUB-CONSULTANTS

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

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

The list of sub-consultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not sub-contract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

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

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

12.9 INDEMNIFICATION OF CITY

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

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this

Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.10 LIMITATION OF CITY'S LIABILITY

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

12.11 INSURANCE

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by

the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

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

The Certificate Holder should read as follows:

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

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN “ADDITIONAL INSURED” ON REQUIRED LIABILITY POLICIES.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,

requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 EXHIBITS

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

12.26 ONE ORIGINAL AGREEMENT

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

12.27 NOTICES

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

CITY: (Department director)
City of Fort Lauderdale
address
Fort Lauderdale, FL [REDACTED]
Telephone: (954) 828-[REDACTED]

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

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

CONSULTANT: NAME [REDACTED]
COMPANY NAME [REDACTED]
ADDRESS [REDACTED]
STATE AND ZIP [REDACTED]
Telephone [REDACTED]
Email: [REDACTED]

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law.

CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

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

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY

projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in 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.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT
PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY
CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT
LAUDERDALE, FLORIDA, 33301.**

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of

attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

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

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
CHRISTOPHER J. LAGERBLOOM
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

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

By: _____
 _____, Director

 Print Name

ATTEST:

 Print Name

By: _____
 Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

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

 (Signature of Notary Public - State of Florida)

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

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

EXHIBIT A

DRAFT CONTRACT

EXHIBIT “B”

DRAFT CONTRACT

EXHIBIT "C"

DRAFT CONTRACT



CITY OF FORT LAUDERDALE

PUBLIC WATER SYSTEM CONSENT ORDER PROGRAM

WATER DISTRIBUTION MAPPING PLAN

OGC No. 19-1637
City Contract No. 12233-196

September 22, 2020

Prepared By:



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1.0 Introduction and Background

As of September 3, 2020, the City of Fort Lauderdale's (City) Water Distribution System (WDS) consists of approximately 18 miles of active raw water mains, 762 miles of active potable water distribution mains, 106 source water valves, 12,972 distribution system valves, 6,220 fire hydrant isolation valves, and 201 water air release valves.

The City maintains and operates a potable water system consisting of the following three main components: two (2) water treatment plants (WTPs): Fiveash WTP and the Peele-Dixie WTP; two (2) remote storage and repump facilities: Poinciana Park Water Tank & Pump Station and the Northwest 2nd Avenue Water Tank & Pump Station; and approximately 750 miles of water distribution pipeline. The City withdraws groundwater from the surficial Biscayne Aquifer from two active wellfields, the Dixie Wellfield (serving Peele-Dixie WTP) and the Prospect Wellfield (serving Fiveash WTP). The WTPs treat the raw groundwater to meet all water quality regulations and pump the finished water through the City's distribution system to its customers either directly or via the remote storage and repump facilities.

The City voluntarily entered into Consent Order (CO) Number 19-1637 with the Florida Department of Environmental Protection (FDEP) on July 24, 2020. The CO identifies corrective actions, with completion deadlines, to improve the water main distribution system within the City. The City has requested that WGI Inc. (WGI), create a water distribution mapping plan for developing a map of the existing water supply network in order to comply with sub-paragraph 5(d) of the CO. This mapping plan shall outline the development of a complete map of the existing water supply network for the City (Appendix 6.1) including all existing source and distribution mains, control valves, hydrants, air release valves (ARVs), water meters, inactive mains, and directional flow routes (being performed under a separate Task Order by others in coordination with the City).

The plan must be submitted by the City to FDEP for review and comment, within 60 days of the effective date of the CO, by September 22nd, 2020. The map showing the City's water supply network is included in Appendix 6.3

2.0 Public Water System Existing Data Review

WGI has acquired and reviewed information regarding the City's water distribution system to develop the Mapping Plan. The City has existing datasets for all existing source and distribution mains, control valves, hydrants, ARVs, water meters, inactive mains, and directional flow route features with attributes of related information, such as pipe size and material. The data is managed in the City's geographic information system (GIS) and was acquired through field data collection and as-built plans. Not all of the existing data available has been field verified for spatial accuracy and is being used in the water distribution mapping plan solely for reference information and relative locations to guide the field verifications and survey-grade adjustments of the appurtenances. The inventory method is identified via an "Inventory Flag" field in each feature class. The attributes of existing layers will be reviewed for accuracy and completeness and information will be updated accordingly.

3.0 Water Distribution Mapping Plan Methodology

The plan to map the City's water distribution system will be comprised of two main steps as outlined below. Utilizing the City's Water Distribution Atlas Map, consisting of 63 grids, 10 data collection zones (Appendix 6.2) were created to facilitate the best allocation of resources for field collection and

coordination with City staff, maintenance of schedule with delivery milestones and public outreach done by the City on an as needed basis. During the course of the mapping, newly installed assets resulting in new developments, annexations, or other means of acquisition will be spatially located through field verification using Subsurface Utility Engineering (SUE) performed by WGI. Resulting as-builts or onsite construction inspections/permitting will be incorporated into the Water Distribution Map and geodatabase by the City.

3.1 Water Distribution Mapping Plan Data Collection and Processing

Mapping of the water distribution and source mains will be done in accordance with Florida Statutes 472 and Chapter 5J-17 as well as ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." (Figure 1) This includes direct induction of toneable subsurface utility facilities from surface accessible features. Toneable subsurface utilities will be designated using passive frequencies (60Hz, 60 Hz x 5, 60Hz x 9+4 KHz), low (4KHz – 15KHz) and high (15 KHz – 38KHz) radio frequencies and generally prescribed geophysical prospecting techniques. Non-toneable utilities will be designated using multichannel Ground Penetrating Radar (GPR). Detected facilities will be marked with American Public Works Association (APWA) compliant colors, flags on soft ground and washable chalk on hard surfaces.

ASCE 38-02 Quality Level B (QLB) designates of the source and water distribution mains, marked with American Public Works Association (APWA) compliant colors; flags and water-based paint on soft ground and washable chalk/water-based paint on hard surfaces, along with roadway level features located in dense urban areas or other areas obstructed from GNSS satellite systems will be spatially located using mobile LiDAR, maintaining survey-grade accuracy. Leveraging the City's existing GIS datasets and geodatabase schema design, WGI will utilize Esri's Collector for ArcGIS (Collector). Collector is a configurable mobile field data acquisition application that will be accessible on a tablet and will allow the data to sync to a cloud server, ArcGIS Online (AGOL) and Portal for Enterprise for real-time access.

Attributes of the pipes will be collected during the ASCE 38-02 Quality Level A (QLA) Investigation (test hole) phase using the GIS Collector application. Survey-grade GPS receivers will be connected to the tablet to ensure accurate spatial locations. The schema will provide the requirements for the attributes collected to reduce human error during acquisition with dropdown choices, data types, and character lengths. Following feature extraction from point cloud LiDAR data, the attribute information will be synced with the survey location through a spatial join. Conventional surveying methods will be utilized in areas where GPS or LiDAR collection is not feasible.

Verification of pipe attributes, such as size and material and confirmation of both horizontal and vertical locations will be done via vacuum excavation (test holes) in accordance with the ASCE 38-02 Standards for collecting and mapping Quality Level A data. Survey and collection of the test holes will be performed using same data collection methods as mentioned above for Quality Level B data. This test hole data will be included in the utility basemap provided to the City. WGI recommends that test holes also be performed at water main bore crossings of waterways, where accessible to accurately depict the horizontal alignment of the bores. Existing bore information provided by the City will be utilized to supplement this field collection effort.

Per the CO, mapping of the service lines will be accomplished through mapping of the meters/meter boxes. The spatial location of these meters, including raw water and distribution system mains, valves, hydrants, ARVs, water meters, inactive mains, and directional flow routes and related appurtenances with shut-off valves, will be collected using a survey grade Trimble GPS receiver. The receiver will be attached to a mobile device using Collector application via Bluetooth. The integration of the receiver and GIS application will allow for efficient processing with reduction in human error.

All spatial data collection will be supervised by a Florida Professional Land Surveyor in accordance with Florida Statutes 472 and Chapter 5J-17 and ASCE 38-02 with a corresponding Surveyor's Report. The GIS data collection and processing will be managed by a certified Geographic Information System Professional (GISP).

3.2 Water Distribution Mapping Plan Data Deliverable

The City's public water system features (existing source and distribution mains, control valves, hydrants, ARVs, water meters, inactive mains, and directional flow routes) will be mapped and datasets will be delivered in a geodatabase preserving the facility IDs for seamless integration into the City's existing GIS, meeting the requirements for Cityworks®, the asset management system the City anticipates implementing in May 2021 (see Appendix 6.5-6.8). The geodatabase will be accompanied by Federal Geographic Data Committee (FGDC) compliant metadata.

4.0 Water Distribution Mapping Plan Schedule and Milestones

As per the CO sub-paragraph 5(d), executed July 24, 2020, the City has 36 months to complete all mapping. WGI has assigned dedicated resources to conduct the field data collection and GIS/CAD technicians to process the data and create the final GIS geodatabase deliverable. A GIS geodatabase and corresponding AutoCAD utility basemap with supporting datasets will be delivered to the City as a preliminary geodatabase and/or an interactive operations dashboard throughout the duration of the project. Delivery milestones will be set for every six months for the duration of the project to assess timeliness of data collection, processing, and provide additional QC opportunities (see Figure 2).

WGI purposes to submit to the City a preliminary geodatabase, end of June 2021, with Zones 1 and 2 completed. This milestone will coincide with the First Annual Report submitted to the FDEP per the CO subparagraph 5(a). Subsequent geodatabase deliverables are anticipated on a bi-annual basis to the City and will be governed by zone completion schedule with a possibility of zone-specific submittals.

The overall schedule to complete the water distribution mapping of all public water system features to be delivered to the City will be approximately 32 months. Commencing November 2020 through June 2023 (see Appendix 6.4), with the assumption that all subsequent task orders will be issued by the City in a timely manner. Data will be submitted to the City for a written certification of compliance with the CO sub-paragraph 5(d).

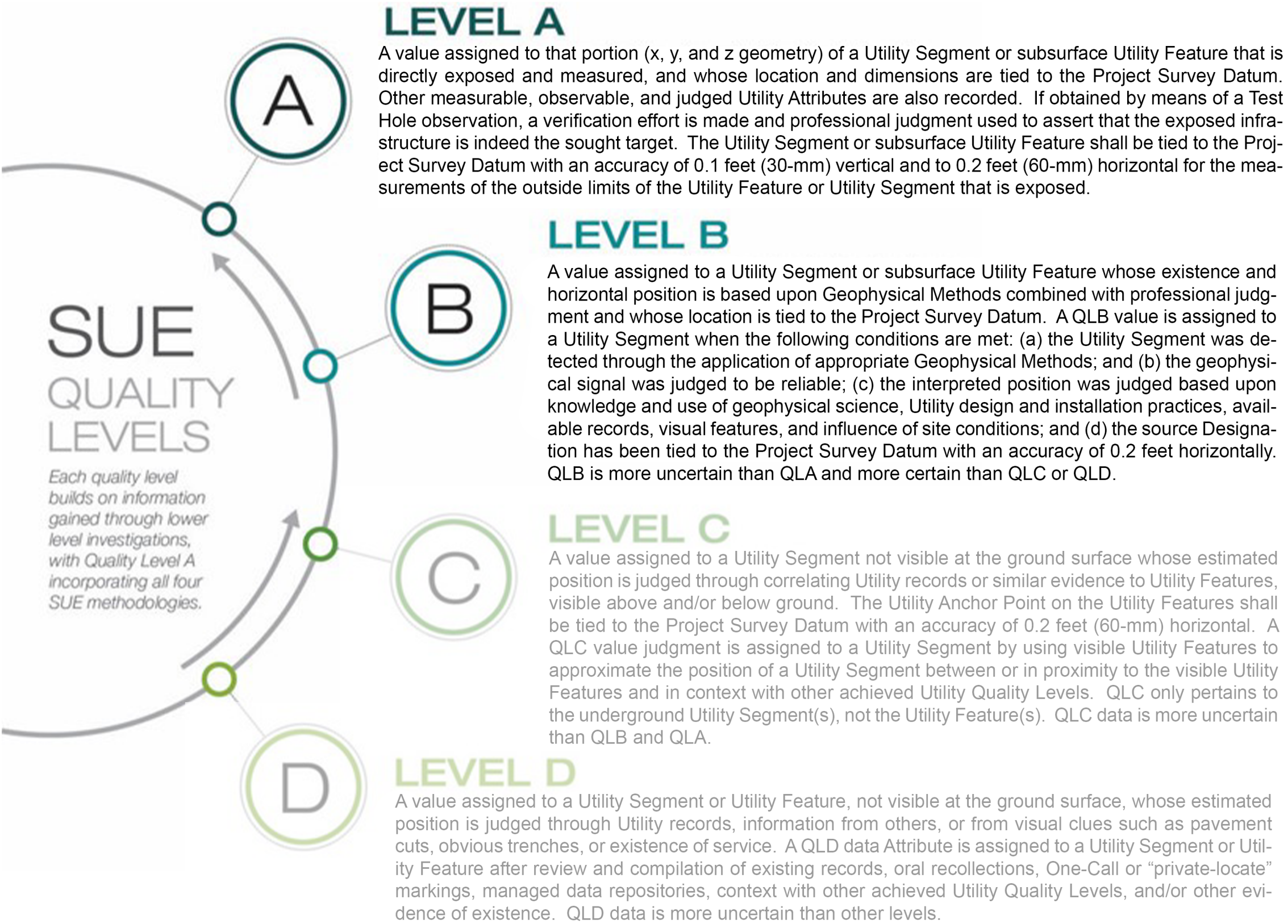


Figure 1. ASCE 38-02 Quality Levels

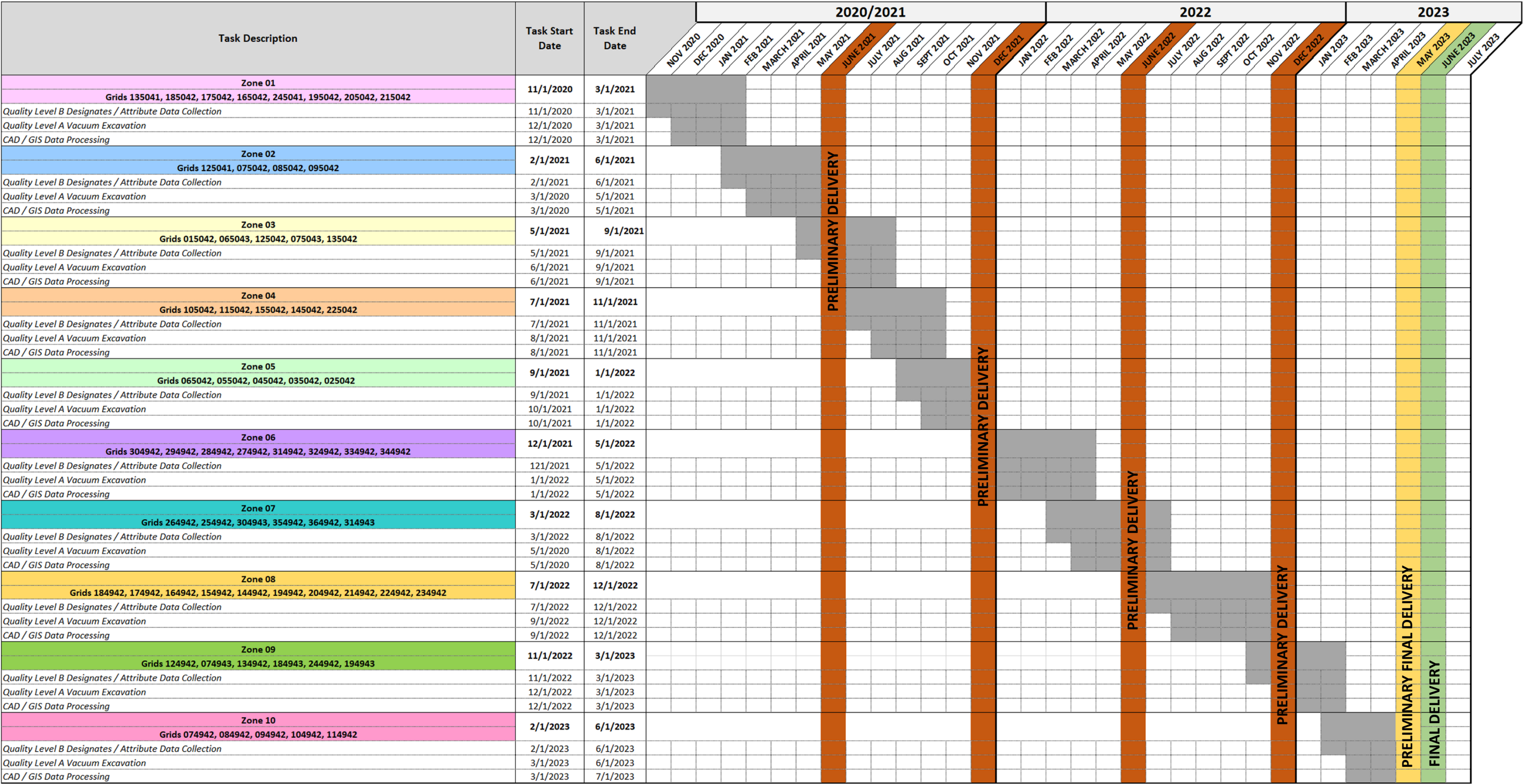


Figure 2. Water Distribution Mapping Plan Schedule

5.0 Maintenance of Water Distribution Map

Throughout the 3-year duration of the water distribution mapping plan project, during routine maintenance activities by City staff, new developments, annexations, or other means of acquisition and as new construction is completed, the City will incorporate as-built drawings of the new components into the Water Distribution Map and geodatabase. Conversion and geodatabase input of as-built plans from previous City projects, dating back four years, will be performed by the City. The mode of mapping will be documented in the geodatabase.

6.0 Appendix

80°10'W

80°5'W

Bid 12005-1026

City of Fort Lauderdale

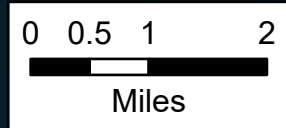
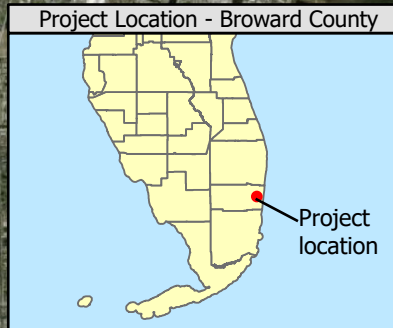


26°10'N

26°10'N

26°5'N


26°5'N



Project Location Map

City of Fort Lauderdale

Distribution Mapping Plan

 City Boundary

Appendix 6.1

Broward County, Florida

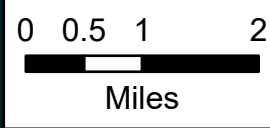
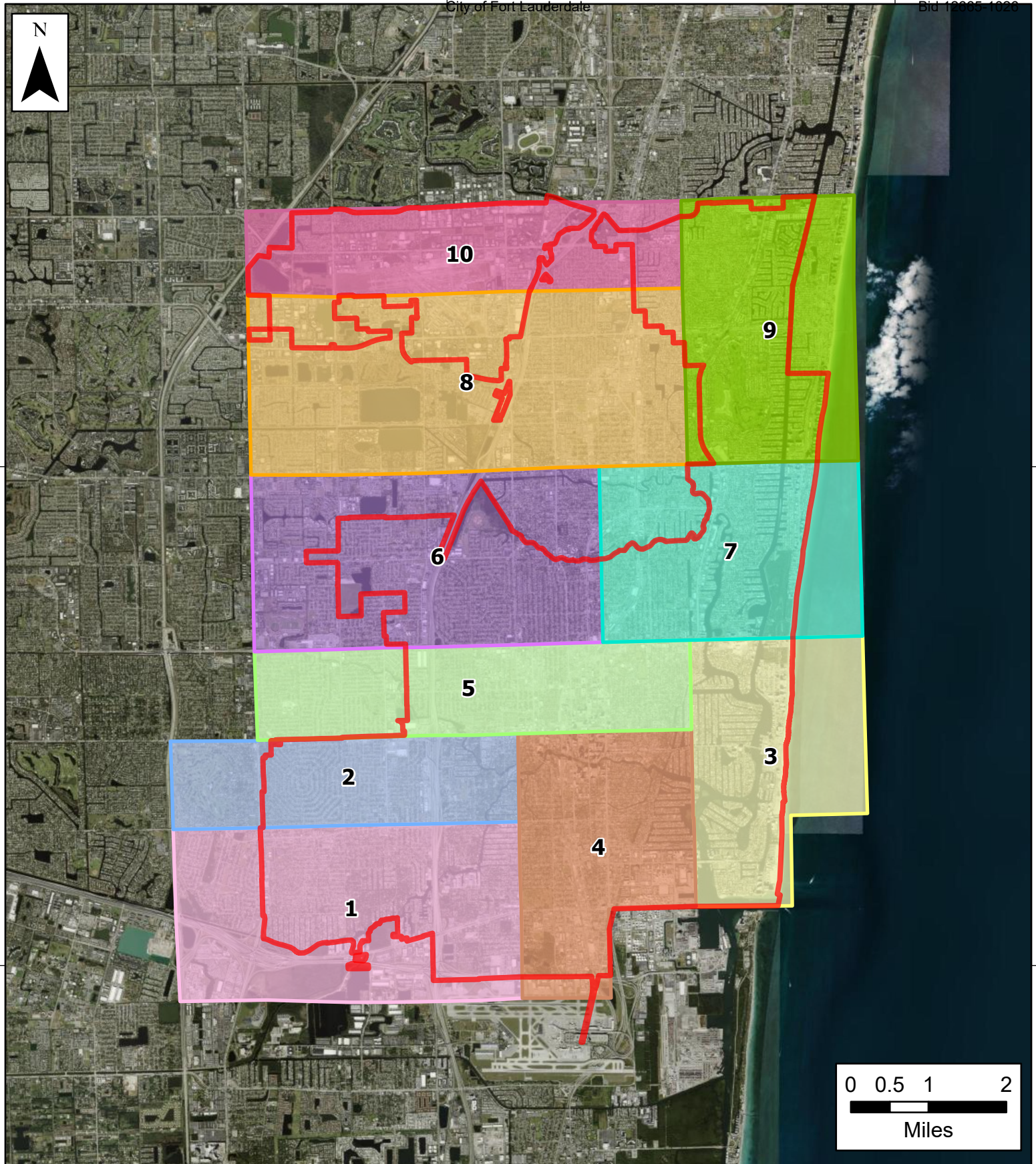
Map prepared by WGI, September 10th, 2020, Coordinate System used: NAD 1983 Florida State Plane East FIPS 0901 Feet. Data source: City boundary provided by the City of Fort Lauderdale, World Imagery Base map provided by ESRI Online Services.

CAM 22-1019

Exhibit 1

p. 75

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Zone Key Map

City of Fort Lauderdale

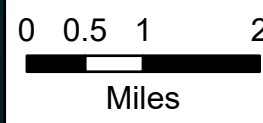
Distribution Mapping Plan

Broward County, Florida

Zones			
1	4	7	
2	5	8	
3	6	9	
		10	
City Boundary			

Map prepared by WGL, September 10th, 2020, Coordinate System used: NAD 1983 Florida State Plane East FIPS 0901 Feet. Data source: City boundary provided by the City of Fort Lauderdale, Zones created from Grids provided by the City of Fort Lauderdale, and the map provided by ESRI Online Services.

Appendix 6.2



Public Water Distribution System Map

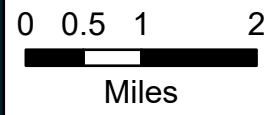
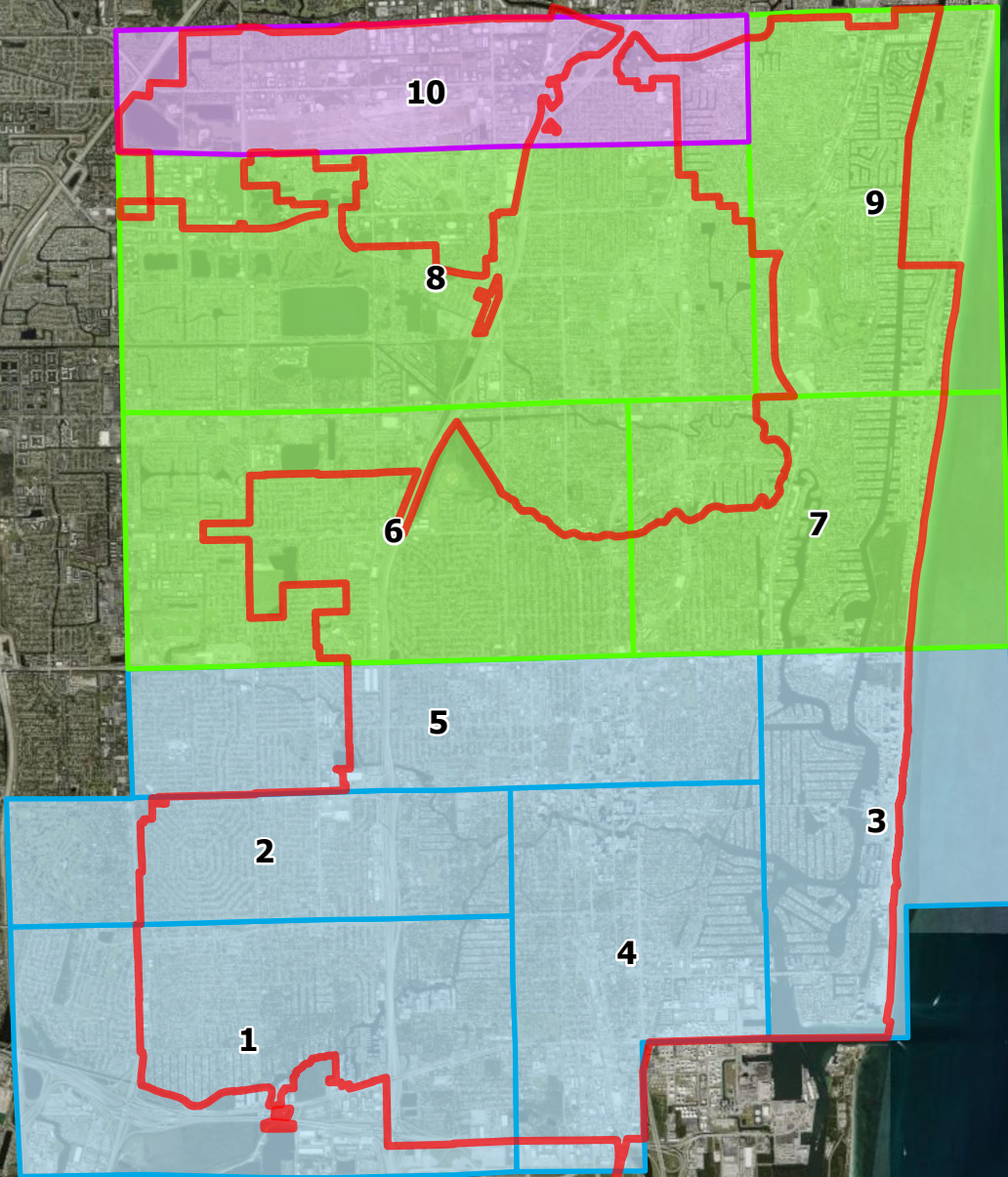
City of Fort Lauderdale Distribution Mapping Plan

Broward County, Florida

- Pressurized water mains
- City Boundary
- Grids

Map prepared by WGL, September 10th, 2020, Coordinate System used: NAD 1983 Florida State Plane East FIPS 0901 Feet. Data source: Pressurized water mains, City boundary and Grids provided by the City of Fort Lauderdale, World Imagery Basemap provided by Google Earth Services.

Appendix 6.3



Water Distribution Mapping Plan Schedule City of Fort Lauderdale Distribution Mapping Plan Broward County, Florida

- 2020/2021
- 2022/2023
- 2023
- City Boundary

Map prepared by WGI, September 10th, 2020, Coordinate System used: NAD 1983 Florida State Plane East FIPS 0901 Feet. Data source: City Boundary provided by the City of Fort Lauderdale, Schedule prepared by WGI from Grids provided by the City of Fort Lauderdale, World Imagery Basemap provided by ESRI Online Services.

Appendix 6.4

Raw Water and Distribution Main Dataset

FeatureClassName	wPressurizedMain
DatasetType	FeatureClass
Description	Water distribution mains.
FeatureDataset	Water
Tags	WaterDistribution, Water Distribution, Mains
ShapeType	Polyline
FeatureType	Simple
AliasName	w Mains
HasM	false
HasZ	false
SubtypeFieldName	null
DefaultSubtype	null
DSID	5070

Fields											
FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
FACILITYNUM	Integer	4	Locally assigned numeric unique identifier populated by database admin created database trigger	Facility Number	null	null	true	10	0	null	null
FACILITYID	String	20	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger	Facility Identifier	null	null	true	0	0	null	null
LEGACYID	String	20	Former asset identifier. To be moved to a related table.	Legacy ID (Unit ID)	null	null	true	0	0	null	null
DIAMETER	Double	8	The diameter of the asset	Diameter	piPipeDiameter	null	true	38	8	null	null
MATERIAL	String	20	The construction material of the asset	Material	piPipeMaterial	null	true	0	0	null	null
WATERTYPE	String	20	Identifies the type of water in the pipe	Water Type	wWaterType	null	true	0	0	null	null
ACTIVESTATUS	String	10	Identifies whether the asset is in use, not in use or removed from the ground	Active Status	piActiveStatus	Active	true	0	0	null	null
ACTIVEFLAG	SmallInteger	2	Identifies whether the feature is in use/active	Active Flag	BooleanDomain	1	true	5	0	null	null
INVCLASS	String	20	The method used to establish the geographic location of the asset	Inventory Class	InventoryClass	null	true	0	0	null	null
COLLECTEDDATE	Date	8	Date the feature was located by a surveyor	GPS Collected Date	null	null	true	0	0	null	null
OWNEDBY	SmallInteger	2	Indicates which organization owns the asset	Owned By	AssetOwner	1	true	5	0	null	null
MAINTBY	SmallInteger	2	Indicates which organization maintains the asset	Managed By	AssetManager	1	true	5	0	null	null
INSTALLDATE	Date	8	The date the asset was installed	Install Date	null	null	true	0	0	null	null
LOCATION	String	200	Text description of the geographic location (e.g. 10' west of sidewalk along Broward Blvd). Value is copied to Cityworks work order Location Details field when attached to a work order.	Location Description	null	null	true	0	0	null	null
ADDRESS	String	50	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order.	Closest Address	null	null	true	0	0	null	null
PURCHASEDATE	Date	8	The purchase date of the asset. Used for future asset management analysis.	Purchase Date	null	null	true	0	0	null	null
WARRANTYDATE	Date	8	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.	Warranty Date	null	null	true	0	0	null	null

Raw Water and Distribution Main Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
ASSETCOST	Double	8	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.	Asset Cost	null	null	true	38	8	null	null
CONDITION	SmallInteger	2	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	Condition Rating	null	null	true	5	0	null	null
CONDITIONDATE	Date	8	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.	Condition Date	null	null	true	0	0	null	null
SERVICELIFE	SmallInteger	2	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.	Service Life	null	null	true	5	0	null	null
RUL	SmallInteger	2	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.	Remaining Useful Life	null	null	true	5	0	null	null
COF	SmallInteger	2	The consequence of failure. Used in the BRE model as the impact due to asset failure.	Consequence of Failure	null	null	true	5	0	null	null
POF	SmallInteger	2	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.	Probability of Failure	null	null	true	5	0	null	null
BRE	SmallInteger	2	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.	Business Risk Exposure	null	null	true	5	0	null	null
LASTINSPECTDATE	Date	8	The date the asset was most recently inspected	Last Inspection Date	null	null	true	0	0	null	null
LASTMAINTDATE	Date	8	The date of the most recent maintenance activity	Last Maintenance Date	null	null	true	0	0	null	null
PROJECTNUM	String	10	The City's Project Number, DE Number, or Improvement Number under which the asset was installed	City Project Number	null	null	true	0	0	null	null
FILENUM	String	10	The City's File Number used to store the as-built documents for the asset	City File Number	null	null	true	0	0	null	null
WORKORDERNUM	String	60	The work order number for performing work on the asset (Cityworks, Qalert, etc)	City Work Order Number	null	null	true	0	0	null	null
SURVEYRPTNUM	String	10	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number	Surveyor's Report Number	null	null	true	0	0	null	null
DEPTH	Double	8	Depth to the top of pipe	Depth	null	null	true	38	8	null	null
CASING	String	10	Identifies whether the asset is enclosed in casing	Casing	YesNo	null	true	0	0	null	null
TRANSMISS	String	10	Identifies whether the main is part of the transmission system, which is compromised of pipes with a diameter of 16 inches and above.	Transmission System	YesNo	null	true	0	0	null	null
DEADEND	String	5	Identifies whether the pipe is a dead end	Dead End	YesNo	null	true	0	0	null	null
ENABLED	SmallInteger	2	Indicates if the asset is enabled within a geometric network	Enabled Flag	BooleanDomain	null	true	5	0	null	null

Raw Water and Distribution Main Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
FIELDNOTES	String	255	Comments or notes from field staff, including surveyors, that are relevant to the asset	Field Notes	null	null	true	0	0	null	null
NOTES	String	255	GIS entry notes or comments relevant to the asset	GIS Notes	null	null	true	0	0	null	null
created_user	String	255	created_user	Created User	null	null	true	0	0	null	null
created_date	Date	8	created_date	Created Date	null	null	true	0	0	null	null
last_edited_user	String	255	last_edited_user	Last Edited User	null	null	true	0	0	null	null
last_edited_date	Date	8	last_edited_date	Last Edited Date	null	null	true	0	0	null	null
GlobalID	GlobalID	38	GlobalID	GlobalID	null	null	false	0	0	true	null

System Valve Dataset

FeatureClassName	wSystemValve
DatasetType	FeatureClass
Description	Water network valves used to isolate mains for maintenance and repair
FeatureDataset	Water
Tags	WaterDistribution, Water Distribution, System Valve
ShapeType	Point
FeatureType	Simple
AliasName	w System Valves
HasM	false
HasZ	false
SubtypeFieldName	null
DefaultSubtype	null
DSID	5065

Fields											
FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
FACILITYNUM	Integer	4	Locally assigned numeric unique identifier populated by database admin created database trigger	Facility Number	null	null	true	10	0	null	null
FACILITYID	String	20	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger	Facility Identifier	null	null	true	0	0	null	null
LEGACYID	String	20	Former asset identifier. To be moved to a related table.	Legacy ID (Unit ID)	null	null	true	0	0	null	null
DIAMETER	Double	8	The diameter of the asset	Diameter	piPipeDiameter	null	true	38	8	null	null
VALVETYPE	String	50	Type of control valve	Valve Type	piSystemValveType	null	true	0	0	null	null
WATERTYPE	String	20	Identifies the type of water in the pipe	Water Type	wWaterType	null	true	0	0	null	null
BYPASSVALVE	SmallInteger	2	Identifies whether the asset is a bypass valve	Bypass Valve?	BooleanDomain	null	true	5	0	null	null
ACTIVESTATUS	String	10	Identifies whether the asset is in use, not in use or removed from the ground	Active Status	piActiveStatus	Active	true	0	0	null	null
ACTIVEFLAG	SmallInteger	2	Identifies whether the feature is in use/active	Active Flag	BooleanDomain	1	true	5	0	null	null
INVCLASS	String	20	The method used to establish the geographic location of the asset	Inventory Class	InventoryClass	null	true	0	0	null	null
COLLECTEDDATE	Date	8	Date the feature was located by a surveyor	GPS Collected Date	null	null	true	0	0	null	null
OWNEDBY	SmallInteger	2	Indicates which organization owns the asset	Owned By	AssetOwner	1	true	5	0	null	null
MAINTBY	SmallInteger	2	Indicates which organization maintains the asset	Managed By	AssetManager	1	true	5	0	null	null
INSTALLDATE	Date	8	The date the asset was installed	Install Date	null	null	true	0	0	null	null
LOCATION	String	200	Text description of the geographic location (e.g. 10' west of sidewalk along Broward Blvd). Value is copied to Cityworks work order Location Details field when attached to a work order.	Location Description	null	null	true	0	0	null	null
ADDRESS	String	50	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order.	Closest Address	null	null	true	0	0	null	null
PURCHASEDATE	Date	8	The purchase date of the asset. Used for future asset management analysis.	Purchase Date	null	null	true	0	0	null	null
WARRANTYDATE	Date	8	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.	Warranty Date	null	null	true	0	0	null	null

System Valve Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
ASSETCOST	Double	8	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.	Asset Cost	null	null	true	38	8	null	null
CONDITION	SmallInteger	2	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	Condition Rating	null	null	true	5	0	null	null
CONDITIONDATE	Date	8	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.	Condition Date	null	null	true	0	0	null	null
SERVICELIFE	SmallInteger	2	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.	Service Life	null	null	true	5	0	null	null
RUL	SmallInteger	2	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.	Remaining Useful Life	null	null	true	5	0	null	null
COF	SmallInteger	2	The consequence of failure. Used in the BRE model as the impact due to asset failure.	Consequence of Failure	null	null	true	5	0	null	null
POF	SmallInteger	2	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.	Probability of Failure	null	null	true	5	0	null	null
BRE	SmallInteger	2	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.	Business Risk Exposure	null	null	true	5	0	null	null
LASTINSPECTDATE	Date	8	The date the asset was most recently inspected	Last Inspection Date	null	null	true	0	0	null	null
LASTMAINTDATE	Date	8	The date of the most recent maintenance activity	Last Maintenance Date	null	null	true	0	0	null	null
MANUFACTURER	String	50	The manufacturer or brand of the asset	Manufacturer	wManufacturer	null	true	0	0	null	null
SERIALNUM	String	30	The manufacturer assigned serial number of the asset. Warranties may be tied to the asset's serial number.	Serial Number	null	null	true	0	0	null	null
PROJECTNUM	String	10	The City's Project Number, DE Number, or Improvement Number under which the asset was installed	City Project Number	null	null	true	0	0	null	null
FILENUM	String	10	The City's File Number used to store the as-built documents for the asset	City File Number	null	null	true	0	0	null	null
WORKORDERNUM	String	60	The work order number for performing work on the asset (Cityworks, Qalert, etc)	City Work Order Number	null	null	true	0	0	null	null
SURVEYRPTNUM	String	10	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number	Surveyor's Report Number	null	null	true	0	0	null	null
XCOORD	Double	8	X-Coordinate of the asset (FL State Plane-East)	X Coordinate	null	null	true	38	8	null	null
YCOORD	Double	8	Y-Coordinate of the asset (FL State Plane-East)	Y Coordinate	null	null	true	38	8	null	null
ZCOORD	Double	8	Z-Coordinate of the asset	Z Coordinate	null	null	true	38	8	null	null
HDRFLAG	String	5	Identifies whether the asset is a hydrant valve	Hydrant Valve?	YesNo	null	true	0	0	null	null

System Valve Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
DEPTH	Double	8	The depth, in feet, to the top of the nut of the asset	Depth to Nut	null	null	true	38	8	null	null
NORMALLYOPEN	SmallInteger	2	Identifies whether the asset is normally open	Normally Open?	BooleanDomain	1	true	5	0	null	null
TURNDIRECTION	String	20	The turn direction to close the asset, as in clockwise or counter clockwise	Turn Close Direction	piValveTurnDirection	null	true	0	0	null	null
TURNSTOCLOSE	Integer	4	The number of turns required to close the asset	Turns to Close	null	null	true	10	0	null	null
OPERABLE	SmallInteger	2	Identifies whether the valve or hydrant can be operated	Operable	BooleanDomain	1	true	5	0	null	null
CURROPEN	SmallInteger	2	Identifies whether the asset is currently open	Currently Open?	BooleanDomain	null	true	5	0	null	null
ROTATION	Double	8	Map symbol rotation value	Rotation	null	null	true	38	8	null	null
ENABLED	SmallInteger	2	Indicates if the asset is enabled within a geometric network	Enabled Flag	BooleanDomain	null	true	5	0	null	null
FIELDNOTES	String	255	Comments or notes from field staff, including surveyors, that are relevant to the asset	Field Notes	null	null	true	0	0	null	null
NOTES	String	255	GIS entry notes or comments relevant to the asset	GIS Notes	null	null	true	0	0	null	null
created_user	String	255	created_user	Created User	null	null	true	0	0	null	null
created_date	Date	8	created_date	Created Date	null	null	true	0	0	null	null
last_edited_user	String	255	last_edited_user	Last Edited User	null	null	true	0	0	null	null
last_edited_date	Date	8	last_edited_date	Last Edited Date	null	null	true	0	0	null	null
GlobalID	GlobalID	38	GlobalID	GlobalID	null	null	false	0	0	true	true

Control Valve Dataset

FeatureClassName	swControlValve
DatasetType	FeatureClass
Description	Stormwater network valves that have a flow control mechanism.
FeatureDataset	Stormwater
Tags	Stormwater
ShapeType	Point
FeatureType	Simple
AliasName	sw Control Valves
HasM	false
HasZ	false
SubtypeFieldName	null
DefaultSubtype	null
DSID	84

Fields											
FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
FACILITYNUM	Integer	4	Locally assigned numeric unique identifier populated by database admin created database trigger	Facility Number	null	null	true	10	0	null	null
FACILITYID	String	20	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger	Facility Identifier	null	null	true	0	0	null	null
LEGACYID	String	20	Former asset identifier. To be moved to a related table.	Legacy ID (Unit ID)	null	null	true	0	0	null	null
VALVETYPE	String	30	Type of control valve	Valve Type	piControlValveType	null	true	0	0	null	null
DIAMETER	Double	8	The diameter of the asset	Diameter	piPipeDiameter	null	true	38	8	null	null
ACTIVESTATUS	String	10	Identifies whether the asset is in use, not in use or removed from the ground	Active Status	piActiveStatus	Active	true	0	0	null	null
INVCLASS	String	20	The method used to establish the geographic location of the asset	Inventory Class	InventoryClass	null	true	0	0	null	null
COLLECTEDDATE	Date	8	Date the feature was located by a surveyor	GPS Collected Date	null	null	true	0	0	null	null
OWNEDBY	SmallInteger	2	Indicates which organization owns the asset	Owned By	AssetOwner	1	true	5	0	null	null
MAINTBY	SmallInteger	2	Indicates which organization maintains the asset	Managed By	AssetManager	1	true	5	0	null	null
INSTALLDATE	Date	8	The date the asset was installed	Install Date	null	null	true	0	0	null	null
LOCATION	String	200	Text description of the geographic location (e.g. 10' west of sidewalk along Broward Blvd). Value is copied to Cityworks work order Location Details field when attached to a work order.	Location Description	null	null	true	0	0	null	null
ADDRESS	String	50	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order.	Closest Address	null	null	true	0	0	null	null
PURCHASEDATE	Date	8	The purchase date of the asset. Used for future asset management analysis.	Purchase Date	null	null	true	0	0	null	null
WARRANTYDATE	Date	8	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.	Warranty Date	null	null	true	0	0	null	null
ASSETCOST	Double	8	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.	Asset Cost	null	null	true	38	8	null	null

Control Valve Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
CONDITION	SmallInteger	2	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	Condition Rating	piConditionPACP	null	true	5	0	null	null
CONDITIONDATE	Date	8	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.	Condition Date	null	null	true	0	0	null	null
SERVICELIFE	SmallInteger	2	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.	Service Life	null	null	true	5	0	null	null
RUL	SmallInteger	2	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.	Remaining Useful Life	null	null	true	5	0	null	null
COF	SmallInteger	2	The consequence of failure. Used in the BRE model as the impact due to asset failure.	Consequence of Failure	null	null	true	5	0	null	null
POF	SmallInteger	2	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.	Probability of Failure	null	null	true	5	0	null	null
BRE	SmallInteger	2	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.	Business Risk Exposure	null	null	true	5	0	null	null
LASTMAINTDATE	Date	8	The date of the most recent maintenance activity	Last Maintenance Date	null	null	true	0	0	null	null
MANUFACTURER	String	50	The manufacturer or brand of the asset	Manufacturer	swManufacturer	null	true	0	0	null	null
SERIALNUM	String	30	The manufacturer assigned serial number of the asset. Warranties are tied to serial numbers for Tidal Valves.	Serial Number	null	null	true	0	0	null	null
PROJECTNUM	String	10	The City's Project Number, DE Number, or Improvement Number under which the asset was installed	City Project Number	null	null	true	0	0	null	null
FILENUM	String	10	The City's File Number used to store the as-built documents for the asset	City File Number	null	null	true	0	0	null	null
WORKORDERNUM	String	60	The work order number for performing work on the asset (Cityworks, Qalert, etc)	City Work Order Number	null	null	true	0	0	null	null
SURVEYRPTNUM	String	10	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number	Survey Report Number	null	null	true	0	0	null	null
TOPELEV	Double	8	The Top Invert Elevation	Top Elevation	null	null	true	38	8	null	null
BOTTOMELEV	Double	8	The Bottom Invert Elevation	Bottom Elevation	null	null	true	38	8	null	null
ORIENTATION	String	20	The cardinal direction of flow	Directional Orientation	Direction	null	true	0	0	null	null
XCOORD	Double	8	X-Coordinate of the asset (FL State Plane-East)	X Coordinate	null	null	true	38	8	null	null
YCOORD	Double	8	Y-Coordinate of the asset (FL State Plane-East)	Y Coordinate	null	null	true	38	8	null	null
ZCOORD	Double	8	Z-Coordinate of the asset	Z Coordinate	null	null	true	38	8	null	null
ANCILLARYROLE	SmallInteger	2	Identifies whether the asset participates in a geometric network as either a source or a sink	Ancillary Role	null	null	true	5	0	null	null
ROTATION	Double	8	Map symbol rotation value	Rotation	null	null	true	38	8	null	null

Control Valve Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
ENABLED	SmallInteger	2	Indicates if the asset is enabled within a geometric network	Enabled Flag	BooleanDomain	null	true	5	0	null	null
FIELDNOTES	String	255	Comments or notes from field staff, including surveyors, that are relevant to the asset	Field Notes	null	null	true	0	0	null	null
NOTES	String	255	GIS entry notes or comments relevant to the asset	GIS Notes	null	null	true	0	0	null	null
created_user	String	255	created_user	Created User	null	null	true	0	0	null	null
created_date	Date	8	created_date	Created Date	null	null	true	0	0	null	null
last_edited_user	String	255	last_edited_user	Last Edited User	null	null	true	0	0	null	null
last_edited_date	Date	8	last_edited_date	Last Edited Date	null	null	true	0	0	null	null
GlobalID	GlobalID	38	GlobalID	GlobalID	null	null	false	0	0	null	null

Hydrant Dataset

FeatureClassName	wHydrant
DatasetType	FeatureClass
Description	Water network hydrants.
FeatureDataset	Water
Tags	WaterDistribution, Water Distribution, Fire Hydrants
ShapeType	Point
FeatureType	Simple
AliasName	w Hydrants
HasM	false
HasZ	false
SubtypeFieldName	null
DefaultSubtype	null
DSID	5071

Fields											
FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
FACILITYNUM	Integer	4	Locally assigned numeric unique identifier populated by database admin created database trigger	Facility Number	null	null	true	10	0	null	null
FACILITYID	String	20	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger	Facility Identifier	null	null	true	0	0	null	null
LEGACYID	String	20	Former asset identifier. To be moved to a related table.	Legacy ID (Unit ID)	null	null	true	0	0	null	null
STAMPEDID	String	20	The ID the Fire Hydrant is currently stamped with	Stamped ID	null	null	true	0	0	null	null
BLUECAP	String	10	Indicates if the hydrant has a blue cap	Blue Cap?	YesNo	null	true	0	0	null	null
WATERTYPE	String	20	The type of water	Water Type	wWaterType	null	true	0	0	null	null
ACTIVESTATUS	String	10	Identifies whether the asset is in use, not in use or removed from the ground	Active Status	piActiveStatus	Active	true	0	0	null	null
ACTIVEFLAG	SmallInteger	2	Identifies whether the feature is in use/active	Active Flag	BooleanDomain	1	true	5	0	null	null
INVCLASS	String	20	The method used to establish the geographic location of the asset	Inventory Class	InventoryClass	null	true	0	0	null	null
COLLECTEDDATE	Date	8	Date the feature was located by a surveyor	GPS Collected Date	null	null	true	0	0	null	null
OWNEDBY	SmallInteger	2	Indicates which organization owns the asset	Owned By	AssetOwner	1	true	5	0	null	null
MAINTBY	SmallInteger	2	Indicates which organization maintains the asset	Managed By	AssetManager	1	true	5	0	null	null
INSTALLDATE	Date	8	The date the asset was installed	Install Date	null	null	true	0	0	null	null
LOCATION	String	200	Text description of the geographic location (e.g. 10' west of sidewalk along Broward Blvd). Value is copied to Cityworks work order Location Details field when attached to a work order.	Location Description	null	null	true	0	0	null	null
ADDRESS	String	50	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order.	Closest Address	null	null	true	0	0	null	null
PURCHASEDATE	Date	8	The purchase date of the asset. Used for future asset management analysis.	Purchase Date	null	null	true	0	0	null	null
WARRANTYDATE	Date	8	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.	Warranty Date	null	null	true	0	0	null	null

Hydrant Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
ASSETCOST	Double	8	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.	Asset Cost	null	null	true	38	8	null	null
CONDITION	SmallInteger	2	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	Condition Rating	null	null	true	5	0	null	null
CONDITIONDATE	Date	8	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.	Condition Date	null	null	true	0	0	null	null
SERVICELIFE	SmallInteger	2	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.	Service Life	null	null	true	5	0	null	null
RUL	SmallInteger	2	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.	Remaining Useful Life	null	null	true	5	0	null	null
COF	SmallInteger	2	The consequence of failure. Used in the BRE model as the impact due to asset failure.	Consequence of Failure	null	null	true	5	0	null	null
POF	SmallInteger	2	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.	Probability of Failure	null	null	true	5	0	null	null
BRE	SmallInteger	2	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.	Business Risk Exposure	null	null	true	5	0	null	null
LASTINSPECTDATE	Date	8	The date the asset was most recently inspected	Last Inspection Date	null	null	true	0	0	null	null
LASTSERVICE	Date	8	The date of the most recent maintenance activity	Last Service Date	null	null	true	0	0	null	null
MANUFACTURER	String	50	The manufacturer or brand of the asset	Manufacturer	wManufacturer	null	true	0	0	null	null
SERIALNUM	String	30	The manufacturer assigned serial number of the asset. Warranties may be tied to the asset's serial number.	Serial Number	null	null	true	0	0	null	null
PROJECTNUM	String	10	The City's Project Number, DE Number, or Improvement Number under which the asset was installed	City Project Number	null	null	true	0	0	null	null
FILENUM	String	10	The City's File Number used to store the as-built documents for the asset	City File Number	null	null	true	0	0	null	null
WORKORDERNUM	String	60	The work order number for performing work on the asset (Cityworks, Qalert, etc)	City Work Order Number	null	null	true	0	0	null	null
SURVEYRPTNUM	String	10	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number	Surveyor's Report Number	null	null	true	0	0	null	null
XCOORD	Double	8	X-Coordinate of the asset (FL State Plane-East)	X Coordinate	null	null	true	38	8	null	null
YCOORD	Double	8	Y-Coordinate of the asset (FL State Plane-East)	Y Coordinate	null	null	true	38	8	null	null
ZCOORD	Double	8	Z-Coordinate of the asset	Z Coordinate	null	null	true	38	8	null	null
AUTOFLUSHDEVICE	String	10	Identifies whether the hydrant has an Automated Flushing Device attached	Auto Flushing Device	YesNo	null	true	0	0	null	null

Hydrant Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required	DomainFixed
OPERABLE	SmallInteger	2	Indicates if the asset can be operated	Operable	BooleanDomain	null	true	5	0	null	null
TURNSTOCLOSE	Integer	4	Identifies the number of turns to close/shut off	Tuns to Close	null	null	true	10	0	null	null
TURNDIRECTION	String	20	The turn direction to close the asset, as in clockwise and counter clockwise	Turn Close Direction	piValveTurnDirection	null	true	0	0	null	null
FLOW	Double	8	Flow rate in gallons/minute	Flow Rate (GPM)	null	null	true	38	8	null	null
ROTATION	Double	8	Map symbol rotation value	Rotation	null	null	true	38	8	null	null
ENABLED	SmallInteger	2	Indicates if the asset is enabled within a geometric network	Enabled Flag	BooleanDomain	null	true	5	0	null	null
FIELDNOTES	String	255	Comments or notes from field staff, including surveyors, that are relevant to the asset	Field Notes	null	null	true	0	0	null	null
NOTES	String	255	GIS entry notes or comments relevant to the asset	GIS Notes	null	null	true	0	0	null	null
created_user	String	255	created_user	Created User	null	null	true	0	0	null	null
created_date	Date	8	created_date	Created Date	null	null	true	0	0	null	null
last_edited_user	String	255	last_edited_user	Last Edited User	null	null	true	0	0	null	null
last_edited_date	Date	8	last_edited_date	Last Edited Date	null	null	true	0	0	null	null
GlobalID	GlobalID	38	GlobalID	GlobalID	null	null	false	0	0	true	null

Meter Dataset

TableName	wMeter
DatasetType	Table
Description	Water Meter assets that connect to Service Locations (based on information from
Tags	WaterDistribution, Water Distribution, Water Meters
AliasName	w Meters
SubtypeFieldName	null
DefaultSubtype	null
DSID	5123

Fields										
FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required
FACILITYNUM	Integer	4	Locally assigned numeric unique identifier populated by database admin created database trigger	Facility Number	null	null	true	10	0	null
FACILITYID	String	20	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger	Facility Identifier	null	null	true	0	0	null
METERNUM	String	10	Unique number generated by Utility Billing database for each meter asset (meter_no in Utility Billing database)	Meter Link Key	null	null	true	0	0	null
DIAMETER	String	10	Identified the size of meter (meter_sz in Utility Billing database)	Diameter	null	null	true	0	0	null
METERTYPE	String	10	Identifies specific meter types diameter, and number of digits on odometer (meter_tp in Utility Billing database)	Meter Type	null	null	true	0	0	null
ACTIVESTATUS	String	10	Identifies whether the asset is in use, not in use or removed from the ground	Active Status	null	null	true	0	0	null
ADDDATE	Date	8	Identifies the date the meter was intially added into Utility Billing software (add_dtm in Utility Billing database)	Add Date	null	null	true	0	0	null
SETDATE	Date	8	Identifies the date at which the meter was installed at service location (set_date in Utility Billing database)	Set Date	null	null	true	0	0	null
PULLDATE	Date	8	Identified the date at which the meter was pulled from service location (pull_date in Utility Billing database)	Pull Date	null	null	true	0	0	null
OUTDATE	Date	8	Identifies the date at which the meter was retired from the system (outserv_date in Utility Billing database)	Out of Service Date	null	null	true	0	0	null
OWNEDBY	SmallInteger	2	Indicates which organization owns the asset	Owned By	AssetOwner	1	true	5	0	null
MAINTBY	SmallInteger	2	Indicates which organization maintains the asset	Maintained By	AssetManager	null	true	5	0	null
LOCATION	String	200	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location Details field when attached to a work order.	Location Description	null	null	true	0	0	null
ADDRESS	String	50	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order (address in Utility Billing database)	Address	null	null	true	0	0	null
PURCHASEDATE	Date	8	The purchase date of the asset. Used for future asset management analysis.	Purchase Date	null	null	true	0	0	null

Meter Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required
WARRANTYDATE	Date	8	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.	Warranty Date	null	null	true	0	0	null
ASSETCOST	Double	8	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.	Asset Cost	null	null	true	38	8	null
CONDITION	SmallInteger	2	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	Condition Rating	null	null	true	5	0	null
CONDITIONDATE	Date	8	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.	Condition Date	null	null	true	0	0	null
SERVICELIFE	SmallInteger	2	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.	Service Life	null	null	true	5	0	null
RUL	SmallInteger	2	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.	Remaining Useful Life	null	null	true	5	0	null
COF	SmallInteger	2	The consequence of failure. Used in the BRE model as the impact due to asset failure.	Consequence of Failure	null	null	true	5	0	null
POF	SmallInteger	2	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.	Probability of Failure	null	null	true	5	0	null
BRE	SmallInteger	2	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.	Business Risk Exposure	null	null	true	5	0	null
LASTINSPECTDATE	Date	8	The date the asset was most recently inspected	Last Inspection Date	null	null	true	0	0	null
LASTMAINTDATE	Date	8	The date of the most recent maintenance activity	Last Maintenance Date	null	null	true	0	0	null
MANUFACTURER	String	50	The manufacturer or brand of the asset (company_cd in Utility Billing database)	Manufacturer	null	null	true	0	0	null
SERIALNUM	String	10	The manufacturer assigned serial number of the asset. Warranties may be tied to the asset's serial number (serial_no in Utility Billing database)	Meter Number	null	null	true	0	0	null
WORKORDERNUM	String	60	The work order number for performing work on the asset (Cityworks, Qalert, etc)	City Work Order Number	null	null	true	0	0	null
FIELDNOTES	String	255	Comments or notes from field staff, including surveyors, that are relevant to the asset	Field Notes	null	null	true	0	0	null
NOTES	String	255	GIS entry notes or comments relevant to the asset	GIS Notes	null	null	true	0	0	null
SYNCDATE	Date	8	The date of the most recent sync from the Utility Billing database	Sync Date	null	null	true	0	0	null
created_user	String	255	created_user	created_user	null	null	true	0	0	null
created_date	Date	8	created_date	created_date	null	null	true	0	0	null
last_edited_user	String	255	last_edited_user	last_edited_user	null	null	true	0	0	null

Meter Dataset

FieldName	Type	Length	Description	AliasName	DomainName	DefaultValue	IsNullable	Precision	Scale	Required
last_edited_date	Date	8	last_edited_date	last_edited_date	null	null	true	0	0	null
GlobalID	GlobalID	38	GlobalID	GlobalID	null	null	false	0	0	true

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
ACCESS	Access	Access	How to access Valve	How to access Valve
ACCESSCHAMDIAM	Well Chamber Diameter	Well Chamber Diameter	The diameter of the receiving chamber for circular access points	The diameter of the receiving chamber for circular access points
ACCESSDIAM	Access Diameter	Access Diameter	Access diameter for the inlet	Access diameter for the inlet
ACCESSIBLE	Accessible	Accessible	Is Valve Accessible?	Is Valve Accessible?
ACCESSMAT	Access Material	Access Material	The material used to construct the access cover	The material used to construct the access cover
ACCESSRECDIAM	Receiving Chamber Diameter	Receiving Chamber Diameter	The diameter of the receiving chamber for circular access points	The diameter of the receiving chamber for circular access points
ACCESSRECLENGT H	Receiving Access Length	Receiving Access Length	The length of the receiving chamber access point	The length of the receiving chamber access point
ACCESSRECSHAPE	Receiving Access Shape	Receiving Access Shape	The shape of the receiving chamber access point	The shape of the receiving chamber access point
ACCESSRECWIDTH	Receiving Access Width	Receiving Access Width	The width of the receiving chamber access point	The width of the receiving chamber access point
ACCESSTYPE	Access Type	Access Type	Method for accessing the opening	Method for accessing the opening
ACCESSWELLLENG TH	Well Access Length	Well Access Length	The length of the receiving chamber access point	The length of the receiving chamber access point
ACCESSWELLSHAP E	Well Access Shape	Well Access Shape	The shape of the receiving chamber access point	The shape of the receiving chamber access point
ACCESSWELLWIDT H	Well Access Width	Well Access Width	The width of the receiving chamber access point	The width of the receiving chamber access point
ACCOUNTID	Account ID	Account ID	Utility billing account identifier	Utility billing account identifier
ACCOUNTNUM	Account Number	Account Number	Utility billing unique account number	Utility billing unique account number
ACTIVEFLAG	Active Flag	Active Flag	Identifies whether the feature is in use/active	Identifies whether the feature is in use/active
ACTIVESTATUS	Active Status	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	Identifies whether the asset is in use, not in use or removed from the ground
ADDDATE	Add Date	Add Date	Identifies the date the meter was intially added into Utility Billing software (add_dtm in Utility Billing database)	Identifies the date the meter was intially added into Utility Billing software (add_dtm in Utility Billing database)
Address	Address	Address	Address	Address
ADDRESS	Closest Address	Closest Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order.	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order.
ADJUSTMENT	Adjustment Needed	Adjustment Needed	Valve Box Adjustment Needed?	Valve Box Adjustment Needed?
AGENCY	Agency Provider	Agency Provider	The name of the agency that provides the service	The name of the agency that provides the service
AGENCYURL	Agency Website	Agency Website	The website for the agency that provides the service	The website for the agency that provides the service
ANCILLARYROLE	Ancillary Role	Ancillary Role	Identifies whether the asset participates in a geometric network as either a source or a sink	Identifies whether the asset participates in a geometric network as either a source or a sink
ANGLE	Angle	Angle	The angle of the fitting when a bend is used (default of '0' when no bend is used)	The angle of the fitting when a bend is used (default of '0' when no bend is used)
AREACREW	Area Crew	Area Crew	Water customer service representative (water locator)	Water customer service representative (water locator)
AREASQFT	Area SQ Feet	Area SQ Feet	The area in square feet	The area in square feet
ASBUILTLOC	As-built Location	As-built Location	The URL or filepath to the electronic as-built documents	The URL or filepath to the electronic as-built documents
ASSETCOST	Asset Cost	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.
AUTOFLUSHDEVICE	Auto Flushing Device	Auto Flushing Device	Identifies whether the hydrant has an Automated Flushing Device attached	Identifies whether the hydrant has an Automated Flushing Device attached
AVGDISCH	Average Discharge	Average Discharge	Average Discharge	Average Discharge
BAFFLE	Baffle?	Baffle?	Identifies whether a baffle is associated with the pipe	Identifies whether a baffle is associated with the pipe
BEDMATERIAL	Bed Material	Bed Material	The material on the bed of the retention area	The material on the bed of the retention area
BLUECAP	Blue Cap?	Blue Cap?	Indicates if the hydrant has a blue cap	Indicates if the hydrant has a blue cap
BNKMATERIAL	Bank Material	Bank Material	The material on the bank of the retention area	The material on the bank of the retention area
BOOKNAME	Book Name	Book Name	The Book name for the Sewer Area. Not all areas have book names.	The Book name for the Sewer Area. Not all areas have book names.

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
BOOKNUM	Book Number	Book Number	BOOKNUM	BOOKNUM
BOTTOMAREA	Bottom Area	Bottom Area	The bottom area	The bottom area
BOTTOMBANKELEV	Bottom of Bank Elevation	Bottom of Bank Elevation	The bottom of bank elevation	The bottom of bank elevation
BOTTOMDEPTH	Bottom Depth	Bottom Depth	The bottom elevation of the well	The bottom elevation of the well
BOTTOMELEV	Bottom Elevation	Bottom Elevation	The Bottom Invert Elevation	The Bottom Invert Elevation
BOXCONDITION	Valve Box Condition	Valve Box Condition	Valve Box Condition	Valve Box Condition
BOXCONDITIONOTHER	Other Valve Box Condition	Other Valve Box Condition	Other Valve Box Condition	Other Valve Box Condition
BRE	Business Risk Exposure	Business Risk Exposure	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.	Business Risk Exposure is a the product of probablity of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.
BTMCLIP	Bottom Clip	Bottom Clip	The bottom elevation of the notch	The bottom elevation of the notch
BTMWIDTH	Bottom Width	Bottom Width	The bottom with of the notch	The bottom with of the notch
BYPASSVALVE	Bypass Valve?	Bypass Valve?	Identifies whether the asset is a bypass valve	Identifies whether the asset is a bypass valve
CASING	Casing	Casing	Identifies whether the asset is enclosed in casing	Identifies whether the asset is enclosed in casing
CLOSEDIR	Direction to Close	Direction to Close	Direction to close valve	Direction to close valve
COF	Consequence of Failure	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.	The consequence of failure. Used in the BRE model as the impact due to asset failure.
COLLASPE	Collapse	Collapse	The severity of structural collapse observed within the asset	The severity of structural collapse observed within the asset
COLLECTEDDATE	GPS Collected Date	GPS Collected Date	Date the feature was located by a surveyor	Date the feature was located by a surveyor
COMMENTS	Comments	Comments	COMMENTS	COMMENTS
COMMENTS2	Comments 2	Comments 2	COMMENTS2	COMMENTS2
CONDITION	Condition Rating	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.
CONDITIONDATE	Condition Date	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.
CONDITIONHAZEN	Condition	Condition	The condition rating of the asset as inspected by Hazen and Sawyer consulting	The condition rating of the asset as inspected by Hazen and Sawyer consulting
CONTACT	Agency Contact	Agency Contact	The contact name at the agency that provides the service	The contact name at the agency that provides the service
COORDSYS	Coordinate System	Coordinate System	Idenitifies the horizontal coordinate system under which assets were digitally captured and representated	Idenitifies the horizontal coordinate system under which assets were digitally captured and representated
created_date	created_date	created_date	created_date	created_date
created_user	created_user	created_user	created_user	created_user
CreateDate	CreateDate	CreateDate	CreateDate	CreateDate
Creator	Creator	Creator	Creator	Creator
CRITICAL	Critical Customer	Critical Customer	Flag to indicate if this is a critical customer	Flag to indicate if this is a critical customer
CURROPN	Currently Open?	Currently Open?	Identifies whether the asset is currently open	Identifies whether the asset is currently open
CUTDEPTH	Pavement Cut Depth	Pavement Cut Depth	Pavement cut depth	Pavement cut depth
CVSHAPE	Cover Shape	Cover Shape	The shape of the manhole cover	The shape of the manhole cover
CVTYPE	Cover Type	Cover Type	The type of stormwater manhole cover	The type of stormwater manhole cover
CYCLE	Cycle	Cycle	A logical group of routes used mainly for billing purposes (cycle_cd in Utility Billing database)	A logical group of routes used mainly for billing purposes (cycle_cd in Utility Billing database)
DateInstalled	DateInstalled	DateInstalled	DateInstalled	DateInstalled
DATUM	Datum	Datum	Identifies the datum used to establish the asset's vertical elevation	Identifies the datum used to establish the asset's vertical elevation
DEADEND	Dead End	Dead End	Identifies whether the pipe is a dead end	Identifies whether the pipe is a dead end
DEBRIS	Debris	Debris	The severity of blockage observed within the asset	The severity of blockage observed within the asset
DEFICIENCIES	Deficiencies	Deficiencies	Valve deficiencies	Valve deficiencies
DENUM	City Detail Number	City Detail Number	The City's Detail Number	The City's Detail Number
DEPTH	Depth to Nut	Depth to Nut	The depth, in feet, to the top of the nut of the asset	The depth, in feet, to the top of the nut of the asset

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
DESHEAD	Design Head	Design Head	Design Head	Design Head
DESINGGPM	Design GPM	Design GPM	Design Gallons per minute	Design Gallons per minute
DEVICELOC	Device Location Description	Device Location Description	Device Location from Cayenta	Device Location from Cayenta
DEVICEMAKE	Device Make	Device Make	The make/manufacturer of backflow device reported	The make/manufacturer of backflow device reported
DEVICEMODELNUM	Device Model Number	Device Model Number	The model number of backflow device reported	The model number of backflow device reported
DEVICESERIALNUM	Device Serial Number	Device Serial Number	The serial number on the device	The serial number on the device
DEVICESIZE	Device Size	Device Size	The size of the backflow device reported	The size of the backflow device reported
DEVICETYPE	Device Type	Device Type	The type of backflow device reported	The type of backflow device reported
DIAMETER	Diameter	Diameter	The diameter of the asset	The diameter of the asset
DISCHDIAM	Discharge Diameter	Discharge Diameter	Diameter of pump discharge	Diameter of pump discharge
DISCHID	Discharge Identifier	Discharge Identifier	Discharge Identifier	Discharge Identifier
DISCHRGTYP	Discharge Type	Discharge Type	The type of stormwater discharge	The type of stormwater discharge
DOCDATE	Project Date	Project Date	The date of surveyor signature for the document	The date of surveyor signature for the document
DOCLOC	As-built Location	As-built Location	The URL or filepath to the electronic Surveyor's Report documents	The URL or filepath to the electronic Surveyor's Report documents
DOCNOTES	Project Notes	Project Notes	Relevant notes recorded for the work, the assets, or its Surveyor's Report	Relevant notes recorded for the work, the assets, or its Surveyor's Report
DOWNELEV	Downstream Elevation	Downstream Elevation	The downstream invert elevation of the pipe	The downstream invert elevation of the pipe
DYNHEAD	Total Dynamic Head	Total Dynamic Head	Dynanmic Head	Dynanmic Head
EASEMENTID	Easement ID	Easement ID	The unique ID to represent the specific easement record. This field will be the prefix 'EAS-' then the Easement Number. For example, 'EAS-12345'	The unique ID to represent the specific easement record. This field will be the prefix 'EAS-' then the Easement Number. For example, 'EAS-12345'
EASEMENTNUM	Easement Number	Easement Number	A unique numerical ID to represent the specific easement record. This field will be the Easement ID without the prefix 'EAS-'. For example, if the Easement ID is 'EAS-98765', the Easement Number would be '98765'	A unique numerical ID to represent the specific easement record. This field will be the Easement ID without the prefix 'EAS-'. For example, if the Easement ID is 'EAS-98765', the Easement Number would be '98765'
EASEMENTTYPE	Easement Type	Easement Type	This field is a normalized list of easement types as defined within the legal document. The purpose of this field is to assist with grouping and searching for various easement types.	This field is a normalized list of easement types as defined within the legal document. The purpose of this field is to assist with grouping and searching for various easement types.
ELEVATION	Elevation	Elevation	Elevation value for contour line	Elevation value for contour line
EMAIL	Agency Email	Agency Email	The service provider agency email	The service provider agency email
ENABLED	Enabled Flag	Enabled Flag	Indicates if the asset is enabled within a geometric network	Indicates if the asset is enabled within a geometric network
EXERCISED	Exercised	Exercised	Was valve exercised?	Was valve exercised?
FACILITYID	Facility Identifier	Facility Identifier	Locally assgined alpha-numeric unique identifier populated by database admin created database trigger	Locally assgined alpha-numeric unique identifier populated by database admin created database trigger
FACILITYNUM	Facility Number	Facility Number	Locally assgined numeric unique identifier populated by database admin created database trigger	Locally assgined numeric unique identifier populated by database admin created database trigger
FDOTTYPE	FDOT Type	FDOT Type	The Florida Department of Transporation manhole structure type	The Florida Department of Transporation manhole structure type
FEATUREID	FEATURE_ID	FEATURE_ID	Feature ID from Unkown Point	Feature ID from Unkown Point
FIELDNOTES	Field Notes	Field Notes	Comments or notes from field staff, including surveyors, that are relevant to the asset	Comments or notes from field staff, including surveyors, that are relevant to the asset
FILENUM	City File Number	City File Number	The City's File Number	The City's File Number
FITTINGTYPE	Fitting Type	Fitting Type	The type of fitting	The type of fitting
FLOW	Flow Rate (GPM)	Flow Rate (GPM)	Flow rate in gallons/minute	Flow rate in gallons/minute
FLOWDIR	Flow Direction	Flow Direction	Defines the direction of flow using geometric flow direction values	Defines the direction of flow using geometric flow direction values
FLOWRATE	Flowrate	Flowrate	The flow rating at the SCADA site	The flow rating at the SCADA site
FLOWRATEINT	Flowrate	Flowrate	The flow rating at the SCADA site, expressed as an integer	The flow rating at the SCADA site, expressed as an integer
FOLIO	Folio Number	Folio Number	Folio from BCPA	Folio from BCPA
FROMMH	From Manhole	From Manhole	The unique idendentifier of the From Manhole (upstream manhole)	The unique idendentifier of the From Manhole (upstream manhole)
GISGlobalID	Valve GlobalID	Valve GlobalID	Corresponding Valve Global ID	Corresponding Valve Global ID
GlobalID	GlobalID	GlobalID	GlobalID	GlobalID

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
GRATE	Grate?	Grate?	Identifies whether the outfall has a grate	Identifies whether the outfall has a grate
HAZCONDITION	Manhole Condition	Manhole Condition	The condition of the asset	The condition of the asset
HDRFLAG	Hydrant Valve?	Hydrant Valve?	Identifies whether the asset is a hydrant valve	Identifies whether the asset is a hydrant valve
HIGHELEV	High Pipe Elevation	High Pipe Elevation	High pipe elevation inside manhole	High pipe elevation inside manhole
HORIZACC	Horizontal Accuracy	Horizontal Accuracy	The horizontal accuracy in feet	The horizontal accuracy in feet
ID	Irrigation Link Key	Irrigation Link Key	Unique ID to reference Tokay/Cayenta records	Unique ID to reference Tokay/Cayenta records
IMAGE1	Image 1	Image 1	The location of the 1st image showing the asset	The location of the 1st image showing the asset
IMAGE2	Image 2	Image 2	The location of the 2nd image showing the asset	The location of the 2nd image showing the asset
IMAGE3	Image 3	Image 3	The location of the 3rd image showing the asset	The location of the 3rd image showing the asset
Import	Importer	Importer	User who Imported Data	User who Imported Data
ImportDate	ImportDate	ImportDate	ImportDate	ImportDate
IMPROVENUM	City Improvement Number	City Improvement Number	The City's Improvement Number	The City's Improvement Number
INLETDEPTH	Inlet Height	Inlet Height	The depth of the inlet	The depth of the inlet
INLETDIAM	Inlet Diameter	Inlet Diameter	Diameter of pump inlet	Diameter of pump inlet
INLETLLENGTH	Inlet Length	Inlet Length	The length of the inlet	The length of the inlet
INLETTYPE	Inlet Type	Inlet Type	The type of stormwater inlet	The type of stormwater inlet
INLETWIDTH	Inlet Width	Inlet Width	The width of the inlet	The width of the inlet
INMANHOLE	In Manhole?	In Manhole?	Identifies whether the asset is in a manhole	Identifies whether the asset is in a manhole
INSPECTIONCOMPLETED	Inspection Completed?	Inspection Completed?	Whether or not an Inspection was completed by the City	Whether or not an Inspection was completed by the City
INSPECTIONREQUEST	Inspection Requested?	Inspection Requested?	Whether or not an Inspection was requested by owner	Whether or not an Inspection was requested by owner
INSTALLDATE	Install Date	Install Date	The date the asset was installed	The date the asset was installed
INSTALLEDBY	Installed By	Installed By	Indicates which organization installed the assets	Indicates which organization installed the assets
INSTRUMENTNUM	Instrument Number	Instrument Number	INSTRUMENTNUM	INSTRUMENTNUM
INTDETAIL	City Intersection Detail	City Intersection Detail	The City's Intersection Detail	The City's Intersection Detail
INVCLASS	Inventory Class	Inventory Class	The method used to establish the geographic location of the asset	The method used to establish the geographic location of the asset
INVERT1DIAM	Invert1 Pipe Diameter	Invert1 Pipe Diameter	The diameter of the invert pipe	The diameter of the invert pipe
INVERT1DWNPIPE	Invert 1 Down Pipe	Invert 1 Down Pipe	The unique identifier of the downstream pipe	The unique identifier of the downstream pipe
INVERT1ELEV	Invert1 Elevation	Invert1 Elevation	The invert elevation	The invert elevation
INVERT1MAT	Invert1 Pipe Material	Invert1 Pipe Material	The construction material of the invert pipe	The construction material of the invert pipe
INVERT1SHAPE	Invert1 Pipe Shape	Invert1 Pipe Shape	The shape of the invert pipe	The shape of the invert pipe
INVERT1UPPIPE	Invert 1 Up Pipe	Invert 1 Up Pipe	The unique identifier of the upstream pipe	The unique identifier of the upstream pipe
INVERT1WIDTH	Invert1 Pipe Width	Invert1 Pipe Width	The width of the invert pipe	The width of the invert pipe
INVERT2DIAM	Invert2 Pipe Diameter	Invert2 Pipe Diameter	The diameter of the invert pipe	The diameter of the invert pipe
INVERT2DWNPIPE	Invert 2 Down Pipe	Invert 2 Down Pipe	The unique identifier of the downstream pipe	The unique identifier of the downstream pipe
INVERT2ELEV	Invert2 Elevation	Invert2 Elevation	The invert elevation	The invert elevation
INVERT2MAT	Invert2 Pipe Material	Invert2 Pipe Material	The construction material of the invert pipe	The construction material of the invert pipe
INVERT2SHAPE	Invert2 Pipe Shape	Invert2 Pipe Shape	The shape of the invert pipe	The shape of the invert pipe
INVERT2UPPIPE	Invert 2 Up Pipe	Invert 2 Up Pipe	The unique identifier of the upstream pipe	The unique identifier of the upstream pipe
INVERT2WIDTH	Invert2 Pipe Width	Invert2 Pipe Width	The width of the invert pipe	The width of the invert pipe
INVERT3DIAM	Invert 3 Pipe Diameter	Invert 3 Pipe Diameter	The diameter of the invert pipe	The diameter of the invert pipe
INVERT3DWNPIPE	Invert 3 Down Pipe	Invert 3 Down Pipe	The unique identifier of the downstream pipe	The unique identifier of the downstream pipe
INVERT3ELEV	Invert 3 Elevation	Invert 3 Elevation	The invert elevation	The invert elevation
INVERT3MAT	Invert 3 Pipe Material	Invert 3 Pipe Material	The construction material of the invert pipe	The construction material of the invert pipe
INVERT3SHAPE	Invert 3 Pipe Shape	Invert 3 Pipe Shape	The shape of the invert pipe	The shape of the invert pipe
INVERT3UPPIPE	Invert 3 Up Pipe	Invert 3 Up Pipe	The unique identifier of the upstream pipe	The unique identifier of the upstream pipe
INVERT3WIDTH	Invert 3 Pipe Width	Invert 3 Pipe Width	The width of the invert pipe	The width of the invert pipe

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
INVERT4DIAM	Invert 4 Pipe Diameter	Invert 4 Pipe Diameter	The diameter of the invert pipe	The diameter of the invert pipe
INVERT4DWNPIPE	Invert 4 Down Pipe	Invert 4 Down Pipe	The unique identifier of the downstream pipe	The unique identifier of the downstream pipe
INVERT4ELEV	Invert 4 Elevation	Invert 4 Elevation	The invert elevation	The invert elevation
INVERT4MAT	Invert 4 Pipe Material	Invert 4 Pipe Material	The construction material of the invert pipe	The construction material of the invert pipe
INVERT4SHAPE	Invert 4 Pipe Shape	Invert 4 Pipe Shape	The shape of the invert pipe	The shape of the invert pipe
INVERT4UPPIPE	Invert 4 Up Pipe	Invert 4 Up Pipe	The unique identifier of the upstream pipe	The unique identifier of the upstream pipe
INVERT4WIDTH	Invert 4 Pipe Width	Invert 4 Pipe Width	The width of the invert pipe	The width of the invert pipe
INVERT5DIAM	Invert 5 Pipe Diameter	Invert 5 Pipe Diameter	The diameter of the invert pipe	The diameter of the invert pipe
INVERT5DWNPIPE	Invert 5 Down Pipe	Invert 5 Down Pipe	The unique identifier of the downstream pipe	The unique identifier of the downstream pipe
INVERT5ELEV	Invert 5 Elevation	Invert 5 Elevation	The invert elevation	The invert elevation
INVERT5MAT	Invert 5 Pipe Material	Invert 5 Pipe Material	The construction material of the invert pipe	The construction material of the invert pipe
INVERT5SHAPE	Invert 5 Pipe Shape	Invert 5 Pipe Shape	The shape of the invert pipe	The shape of the invert pipe
INVERT5UPPIPE	Invert 5 Up Pipe	Invert 5 Up Pipe	The unique identifier of the upstream pipe	The unique identifier of the upstream pipe
INVERT5WIDTH	Invert 5 Pipe Width	Invert 5 Pipe Width	The width of the invert pipe	The width of the invert pipe
INVERT6DIAM	Invert 6 Pipe Diameter	Invert 6 Pipe Diameter	The diameter of the invert pipe	The diameter of the invert pipe
INVERT6DWNPIPE	Invert 6 Down Pipe	Invert 6 Down Pipe	The unique identifier of the downstream pipe	The unique identifier of the downstream pipe
INVERT6ELEV	Invert 6 Elevation	Invert 6 Elevation	The invert elevation	The invert elevation
INVERT6MAT	Invert 6 Pipe Material	Invert 6 Pipe Material	The construction material of the invert pipe	The construction material of the invert pipe
INVERT6SHAPE	Invert 6 Pipe Shape	Invert 6 Pipe Shape	The shape of the invert pipe	The shape of the invert pipe
INVERT6UPPIPE	Invert 6 Up Pipe	Invert 6 Up Pipe	The unique identifier of the upstream pipe	The unique identifier of the upstream pipe
INVERT6WIDTH	Invert 6 Pipe Width	Invert 6 Pipe Width	The width of the invert pipe	The width of the invert pipe
INVERTELEV	Invert Elevation	Invert Elevation	The invert elevation	The invert elevation
last_edited_date	last_edited_date	last_edited_date	last_edited_date	last_edited_date
last_edited_user	last_edited_user	last_edited_user	last_edited_user	last_edited_user
LASTINSPECTDATE	Last Inspection Date	Last Inspection Date	The date the asset was most recently inspected	The date the asset was most recently inspected
LASTMAINTDATE	Last Maintenance Date	Last Maintenance Date	The date of the most recent maintenance activity	The date of the most recent maintenance activity
LASTSERVICE	Last Service Date	Last Service Date	The date of the most recent maintenance activity	The date of the most recent maintenance activity
LEGACYID	Legacy ID (Unit ID)	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.	Former asset identifier. To be moved to a related table.
LENGTH	Length	Length	Length of the clamping device	Length of the clamping device
LINED	Lined	Lined	Indicates if the manhole is lined	Indicates if the manhole is lined
LINEDYEAR	Year Lined	Year Lined	The year the pipe was last lined	The year the pipe was last lined
LINERTYPE	Liner Type	Liner Type	The method used to line the pipe	The method used to line the pipe
LOCATION	Location Description	Location Description	Text description of the geographic location (e.g. 10' west of sidewalk along Broward Blvd). Value is copied to Cityworks work order Location Details field when attached to a work order.	Text description of the geographic location (e.g. 10' west of sidewalk along Broward Blvd). Value is copied to Cityworks work order Location Details field when attached to a work order.
LocationDescription	LocationDescription	LocationDescription	LocationDescription	LocationDescription
LOCATIONNUM	Location Number	Location Number	Utility billing location identifier	Utility billing location identifier
LOCDESC	Location Description	Location Description	Location Description	Location Description
LONGORSHORT	Long or Short	Long or Short	Whether the main is on the same side of street of meter (short side), if not then it is on the long side	Whether the main is on the same side of street of meter (short side), if not then it is on the long side
MAINSHAPE	Main Shape	Main Shape	The shape of the main	The shape of the main
MAINTBY	Managed By	Managed By	Indicates which organization maintains the asset	Indicates which organization maintains the asset
MANUFACTURER	Manufacturer	Manufacturer	The manufacturer or brand of the asset	The manufacturer or brand of the asset
MANUFACTYPE	Manufacturer Type	Manufacturer Type	The manufacturer model type of the manhole structure	The manufacturer model type of the manhole structure
MASTERMETER	Master Meter?	Master Meter?	MASTERMETER	MASTERMETER
MATERIAL	Pipe Material	Pipe Material	Identifies the construction material of the pipe connection	Identifies the construction material of the pipe connection

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
MAXOPDISC	Max Operating Discharge	Max Operating Discharge	Maximum Operating Discharge flow	Maximum Operating Discharge flow
MAXOPHEAD	Max Operating Head	Max Operating Head	Maximum Operating Head	Maximum Operating Head
METERLOC	Meter Location Description	Meter Location Description	Meter Location from Cayenta	Meter Location from Cayenta
METERNUM	Meter Link Key	Meter Link Key	Unique number generated by Utility Billing database for each meter asset (meter_no in Utility Billing database)	Unique number generated by Utility Billing database for each meter asset (meter_no in Utility Billing database)
METERSEQUENCE	Meter Sequence	Meter Sequence	An innumerator for meters at a given service (meter_seq in Utility Billing database)	An innumerator for meters at a given service (meter_seq in Utility Billing database)
METERTYPE	Meter Type	Meter Type	Identifies specific meter types diameter, and number of digits on odometer (meter_tp in Utility Billing database)	Identifies specific meter types diameter, and number of digits on odometer (meter_tp in Utility Billing database)
METSERVICE	Metered Service?	Metered Service?	Identifies whether the service connection is metered	Identifies whether the service connection is metered
MHTYPE	Manhole Type	Manhole Type	The type of manhole	The type of manhole
MODCOMMENTS	Modification Comments	Modification Comments	Used to record information pertaining to changes of the easement. For example, if the easement changes in width due to the vacation of a portion of the original easement this information may be noted here.	Used to record information pertaining to changes of the easement. For example, if the easement changes in width due to the vacation of a portion of the original easement this information may be noted here.
NAME	Name	Name	The name of the facility or location	The name of the facility or location
NEEDSCLEANING	Needs Cleaning	Needs Cleaning	Does inlet need cleaning?	Does inlet need cleaning?
NEEDSREPAIR	Needs Repair	Needs Repair	Does inlet need repair?	Does inlet need repair?
NORMALLYOPEN	Normally Open?	Normally Open?	Identifies whether the asset is normally open	Identifies whether the asset is normally open
Notes	Notes	Notes	Notes	Notes
NOTES	GIS Notes	GIS Notes	GIS entry notes or comments relevant to the asset	GIS entry notes or comments relevant to the asset
NUMNOTCH	Number of Notches	Number of Notches	The number of notches on the weir	The number of notches on the weir
NUMOFBAFFLE	Number of Baffles	Number of Baffles	Identifies the number of baffles	Identifies the number of baffles
NUMOFCHAM	Number of Chambers	Number of Chambers	The number of chambers	The number of chambers
NUMOFWEIR	Number of Weirs	Number of Weirs	The number of weirs	The number of weirs
OPDATE	Operational Date	Operational Date	Date when the facility was put into service	Date when the facility was put into service
OPENPOSITION	Opening Position	Opening Position	The opening position	The opening position
Operable	Operable	Operable	Operable	Operable
OPERABLE	Operable	Operable	Identifies whether the valve or hydrant can be operated	Identifies whether the valve or hydrant can be operated
ORIENTATION	Directional Orientation	Directional Orientation	The cardinal direction of flow	The cardinal direction of flow
ORIFICE	Orifice?	Orifice?	Indicates whether the weir has an orifice	Indicates whether the weir has an orifice
OUTDATE	Out of Service Date	Out of Service Date	Identifies the date at which the meter was retired from the system (outserv_date in Utility Billing database)	Identifies the date at which the meter was retired from the system (outserv_date in Utility Billing database)
OUTFALLLOC	Outfall Location	Outfall Location	Location of the outfall relative to its connected drainage asset	Location of the outfall relative to its connected drainage asset
OUTFLWELEV	Outflow Elevation	Outflow Elevation	Outflow elevation	Outflow elevation
OWNEDBY	Owned By	Owned By	Indicates which organization owns the asset	Indicates which organization owns the asset
OWNER	Owner	Owner	Owner from Cayenta	Owner from Cayenta
PAGENUM	Page Number	Page Number	PAGENUM	PAGENUM
PARCELID	Parcel ID	Parcel ID	Identifies Parcel ID of service location (parcel_id in Utility Billing datavase)	Identifies Parcel ID of service location (parcel_id in Utility Billing datavase)
PEAKDISCH	Peak Discharge	Peak Discharge	Peak Discharge	Peak Discharge
PERFDEPTH	Perforated Depth	Perforated Depth	The perforated pipe depth of the well	The perforated pipe depth of the well
PERMIT	Permitted	Permitted	A flag used to indicate whether the discharge point is permitted	A flag used to indicate whether the discharge point is permitted
PERMITID	Permit Identifier	Permit Identifier	Unique permit identifier	Unique permit identifier
PHONE	Agency Phone	Agency Phone	The service provider agency contact phone number	The service provider agency contact phone number
PIPETYPE	Pipe Type	Pipe Type	The type of pipe	The type of pipe

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
POF	Probability of Failure	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.
PONDTYPE	Pond Type	Pond Type	The type of stormwater pond	The type of stormwater pond
POSITION	Position	Position	What is the Valve's position?	What is the Valve's position?
POSITIONLEFT	What poistion was the valve left in?	What poistion was the valve left in?	What poistion was the valve left in?	What poistion was the valve left in?
PRESSURE	Pressure	Pressure	The pressure reading at the SCADA site	The pressure reading at the SCADA site
PRESSUREINT	Pressure	Pressure	The pressure reading at the SCADA site, expressed as an integer	The pressure reading at the SCADA site, expressed as an integer
PROJDATE	Project Date	Project Date	The date the project was considered completed by the City	The date the project was considered completed by the City
PROJECTNAME	Project Name	Project Name	The name of the project	The name of the project
PROJECTNUM	City Project Number	City Project Number	The City's Project Number under which the asset was installed	The City's Project Number under which the asset was installed
PROJMANAGER	Project Manager	Project Manager	The Project Manager	The Project Manager
PROJNOTES	Project Notes	Project Notes	Relevant notes recorded for the project, its assets or its document records	Relevant notes recorded for the project, its assets or its document records
PULLDATE	Pull Date	Pull Date	Identified the date at which the meter was pulled from service location (pull_date in Utility Billing database)	Identified the date at which the meter was pulled from service location (pull_date in Utility Billing database)
PUMPTYPE	Pump Type	Pump Type	The type of water pump	The type of water pump
PURCHASEDATE	Purchase Date	Purchase Date	The purchase date of the asset. Used for future asset management analysis.	The purchase date of the asset. Used for future asset management analysis.
QAlertNum	QAlertNum	QAlertNum	QAlertNum	QAlertNum
QALERTNUM	Enter QAlert Number	Enter QAlert Number	QAlert number	QAlert number
QNUMBER	Q Number	Q Number	Q Alert Number if applicable	Q Alert Number if applicable
QTR	QTR	QTR	Quarter Section	Quarter Section
RATEDFLOW	Rated Flow	Rated Flow	The rated flow typically defined by manufacturer	The rated flow typically defined by manufacturer
RATEDPRESS	Rated Pressure	Rated Pressure	The rated pressure typically defined by manufacturer	The rated pressure typically defined by manufacturer
RECCHAMWIDTH	Receiving Chamber Width	Receiving Chamber Width	The width of the receiving chamber of the well	The width of the receiving chamber of the well
RECORDEDNAME	Recorded Name	Recorded Name	The actual recorded easement name as it is written within the legal document (i.e. Utility Easement, Drainage Easement, Drainage Utility Easement, Stormwater Easement, etc)	The actual recorded easement name as it is written within the legal document (i.e. Utility Easement, Drainage Easement, Drainage Utility Easement, Stormwater Easement, etc)
REFERRED	Referred for repair or replacement?	Referred for repair or replacement?	Referred for repair or replacement	Referred for repair or replacement
REQUESTOR	Requestor	Requestor	The City staff member who made the initial request for the work	The City staff member who made the initial request for the work
RIMELEV	Rim Elevation	Rim Elevation	The elevation of the inlet rim	The elevation of the inlet rim
RISE	Rise	Rise	The top of the weir elevation	The top of the weir elevation
ROTATION	Rotation	Rotation	Map symbol rotation value	Map symbol rotation value
ROUTE	Route	Route	A route used for meter reading purposes (route_no in Utility Billing database)	A route used for meter reading purposes (route_no in Utility Billing database)
RPM	RPM	RPM	The rate of rotation of the impellor in Revolutions per Minute	The rate of rotation of the impellor in Revolutions per Minute
RUL	Remaining Useful Life	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the sevice life. It will be heavily relied upon for asset management analysis.
SERIALNUM	Serial Number	Serial Number	The manufacturer assigned serial number of the asset. Warranties may be tied to the asset's serial number.	The manufacturer assigned serial number of the asset. Warranties may be tied to the asset's serial number.
SERVICELIFE	Service Life	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.
SERVICESEQUENCE	Service Sequence	Service Sequence	An innumerator of services at a given location (service_seq in Utility Billing database)	An innumerator of services at a given location (service_seq in Utility Billing database)

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
SERVICETYPE	Service Type	Service Type	Identifies the type of service the location supplied (service_type_fdsc in Utility Billing database)	Identifies the type of service the location supplied (service_type_fdsc in Utility Billing database)
SERVICTYPE	Service Type	Service Type	The type of service connection	The type of service connection
SETDATE	Set Date	Set Date	Identifies the date at which the meter was installed at service location (set_date in Utility Billing database)	Identifies the date at which the meter was installed at service location (set_date in Utility Billing database)
SEWERCREW	Sewer Crew	Sewer Crew	Sewer customer service representative (sewer locator)	Sewer customer service representative (sewer locator)
SHUTHEAD	Shutoff Head	Shutoff Head	Shut off Head	Shut off Head
SIDESLOPE	Slope	Slope	The slope on the side of the retention area	The slope on the side of the retention area
SKIMMER	Skimmer?	Skimmer?	Indicates whether the weir has a skimmer	Indicates whether the weir has a skimmer
SLOPE	Slope	Slope	The slope of the pipe.	The slope of the pipe.
SOLIDDEPTH	Solid Pipe Depth	Solid Pipe Depth	The solid pipe depth of the well	The solid pipe depth of the well
STAMPEDID	Stamped ID	Stamped ID	The ID the Fire Hydrant is currently stamped with	The ID the Fire Hydrant is currently stamped with
STATUS	Status	Status	Status of backflow inventory	Status of backflow inventory
STRUCTDEPTH	Structure Depth	Structure Depth	The depth of the well structure	The depth of the well structure
STRUCTID	Structure ID	Structure ID	The unique identifier of the associated structure as a string. Structure could be a Pollution Control Structure, a manhole, an inlet or a drainage well chamber.	The unique identifier of the associated structure as a string. Structure could be a Pollution Control Structure, a manhole, an inlet or a drainage well chamber.
STRUCTLENGTH	Structure Length	Structure Length	The length of the well structure	The length of the well structure
STRUCTTYPE	Structure Type	Structure Type	The teyp of water structure	The teyp of water structure
STRUCTWIDTH	Structure Width	Structure Width	The width of the well structure	The width of the well structure
SubmittedBy	SubmittedBy	SubmittedBy	SubmittedBy	SubmittedBy
SUMFLOW	Flow Summary	Flow Summary	The sum of flow	The sum of flow
SUMPHEIGHT	Sump Height	Sump Height	Identifies the height of the sump in inches	Identifies the height of the sump in inches
SURVEYCOMP	Survey Company	Survey Company	The agency in which the surveyor was employed	The agency in which the surveyor was employed
SURVEYOR	Surveyor	Surveyor	Identifies the surveyor who signed off on the as-builts	Identifies the surveyor who signed off on the as-builts
SURVEYRETURN	Survey Returned?	Survey Returned?	Whether or not the Survey was returned by owner	Whether or not the Survey was returned by owner
SURVEYRPTNUM	Surveyor's Report Number	Surveyor's Report Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number
SYNCDATE	Sync Date	Sync Date	The date of the most recent sync from the Utility Billing database	The date of the most recent sync from the Utility Billing database
TESTTURNS	Number of exercise turns	Number of exercise turns	Number of test turns (exercise)	Number of test turns (exercise)
TESTTURNSCOMMENT	Test Turns Comments	Test Turns Comments	Test Turns Comments	Test Turns Comments
TOMH	To Manhole	To Manhole	The unique identifier of the To Manhole (downstream manhole)	The unique identifier of the To Manhole (downstream manhole)
TOPAREA	Top Area	Top Area	The top area	The top area
TOPBANKELV	Top of Bank Elevation	Top of Bank Elevation	The Top of bank elevation	The Top of bank elevation
TOPCASEELEV	Top Casing Elevation	Top Casing Elevation	The top of casing elevation	The top of casing elevation
TOPCLIP	Top Clip	Top Clip	The top elevation of the notch	The top elevation of the notch
TOPELEV	Top Elevation	Top Elevation	The Top Invert Elevation	The Top Invert Elevation
TOPWIDTH	Top Width	Top Width	The top width of the notch	The top width of the notch
TORQUE	Torque	Torque	Torque	Torque
TRANSMISS	Transmission System	Transmission System	Identifies whether the main is part of the transmission system, which is compromised of pipes with a diameter of 16 inches and above.	Identifies whether the main is part of the transmission system, which is compromised of pipes with a diameter of 16 inches and above.
TURNDIRECTION	Turn Close Direction	Turn Close Direction	The turn direction to close the asset, as in clockwise or counter clockwise	The turn direction to close the asset, as in clockwise or counter clockwise
URNS	Number of turns (max)	Number of turns (max)	Number of turns to open valve (max)	Number of turns to open valve (max)
TURNSTOCLOSE	Turns to Close	Turns to Close	The number of turns required to close the asset	The number of turns required to close the asset
TYPE	Clamp Type	Clamp Type	The type of repair clamp	The type of repair clamp

Field Descriptions

Field Name	Current Alias	New Alias	Current Description	New Description
UPELEV	Upstream Elevation	Upstream Elevation	The upstream invert elevation of the pipe	The upstream invert elevation of the pipe
URL	URL	URL	A URL to the specific SCADA instrument	A URL to the specific SCADA instrument
VACCERTDATE	Vacation Certification Date	Vacation Certification Date	If the easement has been vacated, this field is used to record the date the Engineering Certificate was signed.	If the easement has been vacated, this field is used to record the date the Engineering Certificate was signed.
VACRESOLUTIONDATE	Vacation Resolution Date	Vacation Resolution Date	This field is used to record the date the resolution for vacation was recorded.	This field is used to record the date the resolution for vacation was recorded.
VALVETYPE	Valve Type	Valve Type	Type of control valve	Type of control valve
VERTACC	Vertical Accuracy	Vertical Accuracy	The vertical accuracy in feet	The vertical accuracy in feet
VERTDATUM	Vertical Datum	Vertical Datum	Identifies the datum used to establish the asset's vertical elevation	Identifies the datum used to establish the asset's vertical elevation
VISIBLE	Visible	Visible	Is inlet visible?	Is inlet visible?
VLVOP	Is valve operable?	Is valve operable?	Is valve operable?	Is valve operable?
VOLUME	Volume	Volume	The volume of detention area	The volume of detention area
WALLMAT	Wall Material	Wall Material	The material used to construct the manhole wall	The material used to construct the manhole wall
WARRANTYDATE	Warranty Date	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.
WATERELEV	Water Elevation	Water Elevation	The water elevation	The water elevation
WATERTYPE	Water Type	Water Type	Identifies the type of water in the pipe	Identifies the type of water in the pipe
WEIGHT	Weight	Weight	The weight of the pump in pounds	The weight of the pump in pounds
WEIRPRESENT	Weir Present?	Weir Present?	Identifies whether there is a weir present	Identifies whether there is a weir present
WEIRSHAPE	Shape	Shape	The shape of the weir	The shape of the weir
WEIRTYPE	Weir Type	Weir Type	The type of weir	The type of weir
WELLCHAMDIAM	Well Chamber Diameter	Well Chamber Diameter	The diameter of the well chamber	The diameter of the well chamber
WELLCHAMWIDTH	Well Chamber Width	Well Chamber Width	The width of the well chamber	The width of the well chamber
WIDTH	Width	Width	The width of the easement in feet as defined within the recorded easement document.	The width of the easement in feet as defined within the recorded easement document.
WINGWALL	Wing Walls?	Wing Walls?	Indicates whether the weir has wing walls	Indicates whether the weir has wing walls
WMATERIAL	Material	Material	The material used to construct the weir	The material used to construct the weir
WOASBUILTLOC	Work Order As-built	Work Order As-built	The URL or filepath to the electronic as-built document from a work order	The URL or filepath to the electronic as-built document from a work order
WORKORDERNUM	City Work Order Number	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)	The work order number for performing work on the asset (Cityworks, Qalert, etc)
XCOORD	X Coordinate	X Coordinate	X-Coordinate of the asset (FL State Plane-East)	X-Coordinate of the asset (FL State Plane-East)
YCOORD	Y Coordinate	Y Coordinate	Y-Coordinate of the asset (FL State Plane-East)	Y-Coordinate of the asset (FL State Plane-East)
ZCOORD	Z Coordinate	Z Coordinate	Z-Coordinate of the asset	Z-Coordinate of the asset

Domain Descriptions

Domain Name	Current Description	New Description
AssetManager	Indicates the manager of the asset	Indicates the manager of the asset
AssetOwner	Indicates the owner of the asset	Indicates the owner of the asset
BackflowDeviceType	Backflow Device Type	Backflow Device Type
BackflowInspectionStatus	BackflowInspectionStatus	BackflowInspectionStatus
BooleanDomain	A 0/1 boolean domain	A 0/1 boolean domain
BooleanSymbolValue	Valid values are Yes and No	Valid values are Yes and No
Datum	Verical Datum for Elevation Data (COFL Domain)	Verical Datum for Elevation Data (COFL Domain)
Direction	A general description of cardinal direction	A general description of cardinal direction
EasementStatus	Indicates if an easement is dedicated or vacated	Indicates if an easement is dedicated or vacated
EasementType	The type of easement recorded	The type of easement recorded
HorizontalAlignment	Valid horizontal symbol alignment values	Valid horizontal symbol alignment values
InventoryClass	Source of the location of the asset (COFL Domain)	Source of the location of the asset (COFL Domain)
LastEditor	Last Editor of the Feature Class	Last Editor of the Feature Class
piAccessDiameter	Valid range of infrastructure access diameters	Valid range of infrastructure access diameters
piAccessType	List of infrastructure access types	List of infrastructure access types
piActiveStatus	Identifies whether the asset is in use, not in use or removed from the ground	Identifies whether the asset is in use, not in use or removed from the ground
piConditionIIMM	International Infrastruture Management Manual (IIMM) Condition Grading	International Infrastruture Management Manual (IIMM) Condition Grading
piConditionPACP	NASSCO Pipeline Assessment Certification Program (PACP) condition rating	NASSCO Pipeline Assessment Certification Program (PACP) condition rating
piControlValveType	List of infrastructure Control Valve Types	List of infrastructure Control Valve Types
piDischargePointType	List of infrastructure Discharge Point Types	List of infrastructure Discharge Point Types
piFittingType	List of pipe fitting types	List of pipe fitting types
piInletTypes	List of inlet types	List of inlet types
piLiningMethod	The pipe lining method based on LACP and PACP standards	The pipe lining method based on LACP and PACP standards
piManholeCoverShape	List of infrastructure Manhole Cover Types	List of infrastructure Manhole Cover Types
piManholeCoverType	List of infrastructure Manhole Cover Types	List of infrastructure Manhole Cover Types
piManholeType	List of infrastructure Manhole Types	List of infrastructure Manhole Types
piPipeDiameter	A list of pipe diameters	A list of pipe diameters
piPipeMaterial	The list of pipe materials types based on the NASSCO standards	The list of pipe materials types based on the NASSCO standards
piPipeShape	Sanitary and stormwater pipe shapes	Sanitary and stormwater pipe shapes
piSystemValveType	List of system valve types	List of system valve types
piValveTurnDirection	Direction of turn for valves in a utility system	Direction of turn for valves in a utility system
piValveTurnDirection	Direction of turn for valves in a utility system	Direction of turn for valves in a utility system
piValveUse	Listing of different uses for valves in a utility system	Listing of different uses for valves in a utility system
ServiceProviderAgency	The names of agencies that provide services (COFL)	The names of agencies that provide services (COFL)
SeverityIndicator	Indicates the serverity of blockage and/or structural collapse observed within the asset	Indicates the serverity of blockage and/or structural collapse observed within the asset
swManufacturer	List of manufacturers of stormwater assets	List of manufacturers of stormwater assets
swNetworkStructureType	Stormwater network structure types	Stormwater network structure types
swOpenPosition	The opening position of a stormwater control baffle	The opening position of a stormwater control baffle
swOutfallLocation	Indicates the location of an outfall asset (COFL Domain)	Indicates the location of an outfall asset (COFL Domain)
swPipeType	Indicates the type of stormwater pipe (COFL Domain)	Indicates the type of stormwater pipe (COFL Domain)
swPollControlDeviceType	Lists the type of pollution control device	Lists the type of pollution control device
swPollControlStructureType	Lists the type of pollution control structure	Lists the type of pollution control structure
swPondType	Indicates the type of stormwater pond (COFL Domain)	Indicates the type of stormwater pond (COFL Domain)
swWeirShape	The shape of the stormwater weir	The shape of the stormwater weir
swWeirType	The type of weir	The type of weir
swWellAccessShape	The shape of a stormwater access point	The shape of a stormwater access point
wLongShort	Indicates whether the main is on the same side of street of meter (short side), if not then it is on the long side	Indicates whether the main is on the same side of street of meter (short side), if not then it is on the long side

Domain Descriptions

Domain Name	Current Description	New Description
wManufacturer	List of manufacturers of water distribution system assets	List of manufacturers of water distribution system assets
wPumpType	The type of water pump in the water distribution system	The type of water pump in the water distribution system
wServicePointType	The types of service points in a water distribution system	The types of service points in a water distribution system
wStructureType	The type of structures associated with a water distribution system	The type of structures associated with a water distribution system
wWaterType	The type of water flowing through pipes in a water distribution system	The type of water flowing through pipes in a water distribution system
YesNo	A yes/no indicator	A yes/no indicator

Domains / Coded Values

Current Code	Current Name	New Code	New Name
0	Not Rated	0	Not Rated
0.75	3/4"	0.75	3/4"
1	1"	1	1"
-1	Other	-1	Other
1.25	1 1/4"	1.25	1 1/4"
1.5	1 1/2"	1.5	1 1/2"
10	10"	10	10"
102	102"	102	102"
11	11"	11	11"
12	12"	12	12"
13	13"	13	13"
14	14"	14	14"
15	15"	15	15"
16	16"	16	16"
18	18"	18	18"
19	19"	19	19"
2	2"	2	2"
2.5	2 1/2"	2.5	2 1/2"
20	20"	20	20"
21	21"	21	21"
22	22"	22	22"
23	23"	23	23"
24	24"	24	24"
27	27"	27	27"
27" Diameter	27" Diameter	27" Diameter	27" Diameter
29	NGVD 29	29	NGVD 29
3	3"	3	3"
30	30"	30	30"
33	33"	33	33"
36	36"	36	36"
4	4"	4	4"
40	40"	40	40"
41	41"	41	41"
42	42"	42	42"
42" Diameter	42" Diameter	42" Diameter	42" Diameter
45	45"	45	45"
48	48"	48	48"
5	Other	5	Other
52	52"	52	52"
54	54"	54	54"
6	6"	6	6"
60	60"	60	60"
66	66"	66	66"
72	72"	72	72"
75	75"	75	75"
8	8"	8	8"
84	84"	84	84"
88	NAVD 88	88	NAVD 88
-88	Not Applicable	-88	Not Applicable
96	96"	96	96"
-99	Unknown	-99	Unknown

Domains / Coded Values

Current Code	Current Name	New Code	New Name
A	Arched	A	Arched
Abandoned	Abandoned	Abandoned	Abandoned
Abandoned-Live	Abandoned-Live	Abandoned-Live	Abandoned-Live
ABS	ABS Plastic	ABS	ABS Plastic
ACCTCLOSED	N/A Account Closed	ACCTCLOSED	N/A Account Closed
ACP	Asbestos Cement	ACP	Asbestos Cement
Active	Active	Active	Active
ADA Compliant	ADA Compliant	ADA Compliant	ADA Compliant
Adjustable Weir	Adjustable Weir	Adjustable Weir	Adjustable Weir
Air Control	Air Control	Air Control	Air Control
Air Gap	Air Gap	Air Gap	Air Gap
AIR GAP*	AIR GAP*	AIR GAP*	AIR GAP*
Air Release	Air Release	Air Release	Air Release
Altitude	Altitude	Altitude	Altitude
ALU	Aluminum pipe	ALU	Aluminum pipe
Aluminum Baffle	Aluminum Baffle	Aluminum Baffle	Aluminum Baffle
American Darling	American Darling	American Darling	American Darling
American Flow	American Flow	American Flow	American Flow
ASP	Asphalt	ASP	Asphalt
Atmospheric Vacuum	Atmospheric Vacuum	Atmospheric Vacuum	Atmospheric Vacuum
AVB	AVB	AVB	AVB
Axial Flow	Axial Flow	Axial Flow	Axial Flow
Backflow Control	Backflow Control	Backflow Control	Backflow Control
Backflow Preventor	Backflow Preventor	Backflow Preventor	Backflow Preventor
Ball	Ball	Ball	Ball
Bend	Bend	Bend	Bend
Blowoff	Blowoff	Blowoff	Blowoff
BMP	Brick Masonry	BMP	Brick Masonry
Bottom of Headwall	Bottom of Headwall	Bottom of Headwall	Bottom of Headwall
Bottom Opening	Bottom Opening	Bottom Opening	Bottom Opening
Bottom Pipe	Bottom Pipe	Bottom Pipe	Bottom Pipe
Bottom Seawall	Bottom of Seawall	Bottom Seawall	Bottom of Seawall
BR	Brick	BR	Brick
Broad-Crested	Broad-Crested	Broad-Crested	Broad-Crested
Broward County	Broward County	Broward County	Broward County
Broward County GIS	Broward County GIS	Broward County GIS	Broward County GIS
Broward County Property Appraiser	Broward County Property Appraiser's Office	Broward County Property Appraiser	Broward County Property Appraiser's Office
Broward County Public Schools	Broward County Public Schools	Broward County Public Schools	Broward County Public Schools
Broward Sheriff's Office	Broward Sheriff's Office	Broward Sheriff's Office	Broward Sheriff's Office
Butterfly - Sidemount	Butterfly - Sidemount	Butterfly - Sidemount	Butterfly - Sidemount
Butterfly - Unknown Orientation	Butterfly - Unknown Orientation	Butterfly - Unknown Orientation	Butterfly - Unknown Orientation
Butterfly - Vertical	Butterfly - Vertical	Butterfly - Vertical	Butterfly - Vertical
Bypass	Ball	Bypass	Ball
C	Complete	C	Complete
CAL	Corrugated Aluminum	CAL	Corrugated Aluminum
Cap	Cap	Cap	Cap
Catchbasin	Catchbasin	Catchbasin	Catchbasin
CCPP	Centrifugally Cast Concrete Pipe Liner	CCPP	Centrifugally Cast Concrete Pipe Liner
Centrifugal Other	Centrifugal Other	Centrifugal Other	Centrifugal Other
Centrifugal Split Case	Centrifugal Split Case	Centrifugal Split Case	Centrifugal Split Case
Check	Check	Check	Check

Domains / Coded Values

Current Code	Current Name	New Code	New Name
CheckMate	CheckMate	CheckMate	CheckMate
CIP	Cured in Place	CIP	Cured in Place
CIPP	Cured In Place	CIPP	Cured In Place
Circle	Circle	Circle	Circle
Circular	Circular	Circular	Circular
City of Fort Lauderdale	City of Fort Lauderdale	City of Fort Lauderdale	City of Fort Lauderdale
City of Tamarac	City of Tamarac	City of Tamarac	City of Tamarac
CITY-HALL\AshokV	CITY-HALL\AshokV	CITY-HALL\AshokV	CITY-HALL\AshokV
CITY-HALL\DavidRu	CITY-HALL\DavidRu	CITY-HALL\DavidRu	CITY-HALL\DavidRu
CITY-HALL\HaitingH	CITY-HALL\HaitingH	CITY-HALL\HaitingH	CITY-HALL\HaitingH
CITY-HALL\IanW	CITY-HALL\IanW	CITY-HALL\IanW	CITY-HALL\IanW
CITY-HALL\KearyC	CITY-HALL\Keary	CITY-HALL\KearyC	CITY-HALL\Keary
CITY-HALL\LuciaH	CITY-HALL\LuciaH	CITY-HALL\LuciaH	CITY-HALL\LuciaH
CITY-HALL\RollinM	CITY-HALL\RollinM	CITY-HALL\RollinM	CITY-HALL\RollinM
CLA	CLA	CLA	CLA
Clockwise	Clockwise	Clockwise	Clockwise
Closed Lid Manhole	Closed Lid Manhole	Closed Lid Manhole	Closed Lid Manhole
Clow	Clow	Clow	Clow
CMP	Corrugated Metal	CMP	Corrugated Metal
Combination	Combination	Combination	Combination
Commercial	Commercial	Commercial	Commercial
CompleteCR	Complete Customer Reported	CompleteCR	Complete Customer Reported
CompleteFV	Complete Field Verified	CompleteFV	Complete Field Verified
Compound	Compound	Compound	Compound
CON	Conflict	CON	Conflict
CONC	Concrete (Non-Reinforced)	CONC	Concrete (Non-Reinforced)
Cone	Cone	Cone	Cone
Counter-Clockwise	Counter-Clockwise	Counter-Clockwise	Counter-Clockwise
Coupling	Coupling	Coupling	Coupling
Cover	Cover	Cover	Cover
CPEL	Corrugated Polyethylene	CPEL	Corrugated Polyethylene
Cross	Cross	Cross	Cross
CSB	Concrete Segments (Bolted)	CSB	Concrete Segments (Bolted)
CSTL	Corrugated Steel	CSTL	Corrugated Steel
CSU	Concrete Segments (Unbolted)	CSU	Concrete Segments (Unbolted)
CT	Clay Tile	CT	Clay Tile
CUP	Copper	CUP	Copper
Curb	Curb	Curb	Curb
Curb Cover	Curb Cover	Curb Cover	Curb Cover
DC	DC	DC	DC
DCDA	DCDA	DCDA	DCDA
Dedicated	Dedicated	Dedicated	Dedicated
Detention	Detention	Detention	Detention
DGPS	DGPS (1-meter)	DGPS	DGPS (1-meter)
DIP	Ductile Iron	DIP	Ductile Iron
Discharge Structure	Discharge Structure	Discharge Structure	Discharge Structure
DIV	Diversion	DIV	Diversion
Diversion Chamber	Diversion Chamber	Diversion Chamber	Diversion Chamber
Diversion Point	Diversion Point	Diversion Point	Diversion Point
Domestic	Domestic	Domestic	Domestic
Door	Door	Door	Door

Domains / Coded Values

Current Code	Current Name	New Code	New Name
Double Check	Double Check	Double Check	Double Check
Drainage	Drainage Easement	Drainage	Drainage Easement
DRP	Drop	DRP	Drop
DryWell	DryWell	DryWell	DryWell
E	Egg-Shaped	E	Egg-Shaped
EAR	Earthen	EAR	Earthen
EARGEO	Earth & Geotextile	EARGEO	Earth & Geotextile
East	East	East	East
East/West	East/West	East/West	East/West
Enclosed Storage Facility	Enclosed Storage Facility	Enclosed Storage Facility	Enclosed Storage Facility
Endpoint	Pipe End	Endpoint	Pipe End
Expansion Joint	Expansion Joint	Expansion Joint	Expansion Joint
FF	Fold and Form or Deform/Reform	FF	Fold and Form or Deform/Reform
Fiber Glass Snout	Fiber Glass Snout	Fiber Glass Snout	Fiber Glass Snout
Fire	Fire	Fire	Fire
Fort Lauderdale GIS\Automated Process	Fort Lauderdale GIS Automated Process	Fort Lauderdale GIS\Automated Process	Fort Lauderdale GIS Automated Process
Fort Lauderdale\Engineering	Fort Lauderdale Engineering Bureau	Fort Lauderdale\Engineering	Fort Lauderdale Engineering Bureau
Fort Lauderdale\Police	Fort Lauderdale Police Department	Fort Lauderdale\Police	Fort Lauderdale Police Department
FRP	Fiberglass Reinforced	FRP	Fiberglass Reinforced
Gate - Sidemount	Gate - Sidemount	Gate - Sidemount	Gate - Sidemount
Gate - Unknown Orientation	Gate - Unknown Orientation	Gate - Unknown Orientation	Gate - Unknown Orientation
Gate - Vertical	Gate - Vertical	Gate - Vertical	Gate - Vertical
GEO	Geotextile	GEO	Geotextile
GIP	Galvanized Pipe	GIP	Galvanized Pipe
GIS	GIS Entry	GIS	GIS Entry
GPS	GPS (< 1-foot)	GPS	GPS (< 1-foot)
GPS-Converted	GPS Asbuilt Converted (< 1-foot)	GPS-Converted	GPS Asbuilt Converted (< 1-foot)
Grate	Grate	Grate	Grate
Grated-City	Grated-City	Grated-City	Grated-City
Grated-FDOT	Grated-FDOT	Grated-FDOT	Grated-FDOT
GRC	Glass Reinforced Cement	GRC	Glass Reinforced Cement
H	Horseshoe	H	Horseshoe
Hand	Hand	Hand	Hand
HDPE	High Density Polyethylene	HDPE	High Density Polyethylene
Horizontal	Horizontal	Horizontal	Horizontal
Hydrant	Hydrant	Hydrant	Hydrant
Inactive	Inactive	Inactive	Inactive
Inactive-Plugged	Inactive-Plugged	Inactive-Plugged	Inactive-Plugged
Industrial	Industrial	Industrial	Industrial
Injection Well	Injection Well	Injection Well	Injection Well
Intake	Intake	Intake	Intake
Invert	Invert	Invert	Invert
Iowa	Iowa	Iowa	Iowa
Irregular	Irregular	Irregular	Irregular
Irrigation	Irrigation	Irrigation	Irrigation
Jet	Jet	Jet	Jet
Junction Chamber	Junction Chamber	Junction Chamber	Junction Chamber
Kennedy	Kennedy	Kennedy	Kennedy
Labyrinth	Labyrinth	Labyrinth	Labyrinth
Large - Water Tight	Large - Water Tight	Large - Water Tight	Large - Water Tight
LayFlat	LayFlat	LayFlat	LayFlat

Domains / Coded Values

Current Code	Current Name	New Code	New Name
LEAD	Lead	LEAD	Lead
Lid	Lid	Lid	Lid
Lift Station	Lift Station	Lift Station	Lift Station
Long	Long	Long	Long
M and H	M and H	M and H	M and H
Meter Station	Meter Station	Meter Station	Meter Station
Middle of Headwall	Middle of Headwall	Middle of Headwall	Middle of Headwall
Middle of Seawall	Middle of Seawall	Middle of Seawall	Middle of Seawall
Minimum Energy Loss	Minimum Energy Loss	Minimum Energy Loss	Minimum Energy Loss
Monitoring Well	Monitoring Well	Monitoring Well	Monitoring Well
Mueller	Mueller	Mueller	Mueller
N	No	N	No
Natural Bank	Natural Bank	Natural Bank	Natural Bank
No Service	No Service	No Service	No Service
Non-District	Non-District	Non-District	Non-District
NONE	None	NONE	None
Non-Utility	Non-Utility Easement	Non-Utility	Non-Utility Easement
North	North	North	North
North/South	North/South	North/South	North/South
Northeast	Northeast	Northeast	Northeast
Northeast/Northwest	Northeast/Northwest	Northeast/Northwest	Northeast/Northwest
Northeast/Southwest	Northeast/Southwest	Northeast/Southwest	Northeast/Southwest
Northwest	Northwest	Northwest	Northwest
Northwest/Southeast	Northwest/Southeast	Northwest/Southeast	Northwest/Southeast
Not Found	Not Found	Not Found	Not Found
Nutrient Separating Baffle Box	Nutrient Separating Baffle Box	Nutrient Separating Baffle Box	Nutrient Separating Baffle Box
O	Oval (Elliptical)	O	Oval (Elliptical)
OB	Oblong	OB	Oblong
Offset	Offset	Offset	Offset
Open	Open	Open	Open
Open Lid Manhole	Open Lid Manhole	Open Lid Manhole	Open Lid Manhole
OTH	Other	OTH	Other
Other	Other	Other	Other
Outfall	Outfall	Outfall	Outfall
Over Under	Over Under	Over Under	Over Under
Overflow	Overflow	Overflow	Overflow
P	Partial	P	Partial
PBL	Polybutylene	PBL	Polybutylene
PCCP	Pre-Stressed Concrete Cylinder	PCCP	Pre-Stressed Concrete Cylinder
PE	Polyethylene	PE	Polyethylene
PERF	Perforated	PERF	Perforated
Plug	Plug	Plug	Plug
Potable Water	Potable Water	Potable Water	Potable Water
PP	Polypropylene	PP	Polypropylene
Pressure Reducer	Pressure Reducer	Pressure Reducer	Pressure Reducer
Pressure Vacuum	Pressure Vacuum	Pressure Vacuum	Pressure Vacuum
Process Water	Process Water	Process Water	Process Water
Production Well	Production Well	Production Well	Production Well
PSC	Plastic/Steel Composite	PSC	Plastic/Steel Composite
PUBLIC_SERV\JonSt	PUBLIC_SERV\JonSt	PUBLIC_SERV\JonSt	PUBLIC_SERV\JonSt
Pump Station	Pump Station	Pump Station	Pump Station

Domains / Coded Values

Current Code	Current Name	New Code	New Name
PVB	PVB	PVB	PVB
PVC	Polyvinyl Chloride	PVC	Polyvinyl Chloride
R	Rectangular	R	Rectangular
Raw Water	Raw Water	Raw Water	Raw Water
RCP	Reinforced Concrete	RCP	Reinforced Concrete
RCPC	Reinforced concrete pipe w/ cylinder	RCPC	Reinforced concrete pipe w/ cylinder
Rear Yard	Rear Yard	Rear Yard	Rear Yard
Reciprocating	Reciprocating	Reciprocating	Reciprocating
Reclaimed Water	Reclaimed Water	Reclaimed Water	Reclaimed Water
Rectagular	Rectagular	Rectagular	Rectagular
Rectangle	Rectangle	Rectangle	Rectangle
Rectangular	Rectangular	Rectangular	Rectangular
Reducer	Reducer	Reducer	Reducer
Reducing Cross	Reducing Cross	Reducing Cross	Reducing Cross
Reducing Tee	Reducing Tee	Reducing Tee	Reducing Tee
RedValve	RedValve	RedValve	RedValve
Removed	Removed	Removed	Removed
Retention	Retention	Retention	Retention
Roof	Roof	Roof	Roof
Rotary	Rotary	Rotary	Rotary
Round	Round	Round	Round
Roundway	Roundway	Roundway	Roundway
RPDA	RPDA	RPDA	RPDA
RPM	Reinforced Plastic (Truss)	RPM	Reinforced Plastic (Truss)
RPZ	Reduced Pressure Zone	RPZ	Reduced Pressure Zone
S	Square	S	Square
Salt Water	Salt Water	Salt Water	Salt Water
SB	Segmented Block	SB	Segmented Block
SED	Sedimentation	SED	Sedimentation
Sewer	Sewer Easement	Sewer	Sewer Easement
Sharp-Crested	Sharp-Crested	Sharp-Crested	Sharp-Crested
Short	Short	Short	Short
Shutoff/Isolation	Shutoff/Isolation	Shutoff/Isolation	Shutoff/Isolation
Simple Check	Simple Check	Simple Check	Simple Check
Sleeve	Sleeve	Sleeve	Sleeve
SN	Segmented Panel	SN	Segmented Panel
Snubber	Snubber	Snubber	Snubber
SOLID	Solid	SOLID	Solid
Solid-City	Solid-City	Solid-City	Solid-City
Solid-FDOT	Solid-FDOT	Solid-FDOT	Solid-FDOT
South	South	South	South
Southeast	Southeast	Southeast	Southeast
Southeast/Southwest	Southeast/Southwest	Southeast/Southwest	Southeast/Southwest
Southwest	Southwest	Southwest	Southwest
SP	Segmented Pipe	SP	Segmented Pipe
SPL	Split	SPL	Split
Split Manhole	Split Manhole	Split Manhole	Split Manhole
Square	Square	Square	Square
Standard	Standard	Standard	Standard
Standard Outlet	Standard Outlet	Standard Outlet	Standard Outlet
Standard W/ Ears	Standard W/ Ears	Standard W/ Ears	Standard W/ Ears

Domains / Coded Values

Current Code	Current Name	New Code	New Name
Standard W/ Lock	Standard W/ Lock	Standard W/ Lock	Standard W/ Lock
STD	Standard	STD	Standard
STL	Stainless Steel	STL	Stainless Steel
Storage Basin	Storage Basin	Storage Basin	Storage Basin
Storage Tank	Storage Tank	Storage Tank	Storage Tank
Suntree	Suntree	Suntree	Suntree
Surge Relief	Surge Relief	Surge Relief	Surge Relief
SW	Spiral Wound	SW	Spiral Wound
T	Trapezoidal	T	Trapezoidal
Tap	Tap	Tap	Tap
Tapping	Tapping	Tapping	Tapping
Tapping Tee	Tapping Tee	Tapping Tee	Tapping Tee
Tee	Tee	Tee	Tee
Tidal	Tidal	Tidal	Tidal
Tide Chamber	Tide Chamber	Tide Chamber	Tide Chamber
TideFlex	TideFlex	TideFlex	TideFlex
Top of Headwall	Top of Headwall	Top of Headwall	Top of Headwall
Top of Pipe	Top of Pipe	Top of Pipe	Top of Pipe
Top of Seawall	Top of Seawall	Top of Seawall	Top of Seawall
Top Opening	Top Opening	Top Opening	Top Opening
Transition	Transition	Transition	Transition
Trapezoid	Trapezoid	Trapezoid	Trapezoid
Treated Water	Treated Water	Treated Water	Treated Water
Treatment Plant	Treatment Plant	Treatment Plant	Treatment Plant
TRI	Triangular	TRI	Triangular
TRM	Terminal	TRM	Terminal
TTE	Transite	TTE	Transite
Turbine	Turbine	Turbine	Turbine
U	Unknown/Inaccessible	U	Unknown/Inaccessible
UN	Unknown	UN	Unknown
UNK	Unknown	UNK	Unknown
Unknown	Unknown	Unknown	Unknown
Upflow Filtration System	Upflow Filtration System	Upflow Filtration System	Upflow Filtration System
US Pipe	US Pipe	US Pipe	US Pipe
Utility	Utility Easement	Utility	Utility Easement
Vacated	Vacated	Vacated	Vacated
Vacuum	Vacuum	Vacuum	Vacuum
Vacuum Breaker	Vacuum Breaker	Vacuum Breaker	Vacuum Breaker
Vacuum Release	Vacuum Release	Vacuum Release	Vacuum Release
Valley	Valley	Valley	Valley
Valley Cover	Valley Cover	Valley Cover	Valley Cover
Vault	Vault	Vault	Vault
VCP	Vitrified Clay	VCP	Vitrified Clay
Vertical	Vertical	Vertical	Vertical
Virtual Junction	Virtual Junction	Virtual Junction	Virtual Junction
V-Notch	V-Notch	V-Notch	V-Notch
V-Notched	V-Notched	V-Notched	V-Notched
WaStop	WaStop	WaStop	WaStop
Water	Water Easement	Water	Water Easement
Water Tight	Water Tight	Water Tight	Water Tight
WD	Wood	WD	Wood

Domains / Coded Values

Current Code	Current Name	New Code	New Name
WEI	Weir	WEI	Weir
Well - Pressurized	Well - Pressurized	Well - Pressurized	Well - Pressurized
Well - Unpressurized	Well - Unpressurized	Well - Unpressurized	Well - Unpressurized
West	West	West	West
Wetlands Biofilter	Wetlands Biofilter	Wetlands Biofilter	Wetlands Biofilter
Wye	Wye	Wye	Wye
XX	Not Known	XX	Not Known
XXX	Unknown	XXX	Unknown
Y	Yes	Y	Yes
Z	Other	Z	Other
ZZ	Other	ZZ	Other
ZZZ	Other	ZZZ	Other



230 W. Commercial Blvd, Suite 300
Fort Lauderdale, FL 33309
Offices Nationwide | 866.909.2220





FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

July 24, 2020

Chris Lagerbloom, City Manager
City of Fort Lauderdale
100 N. Andrews Ave.
Fort Lauderdale, FL 33301
clagerbloom@fortlauderdale.gov

Re: City of Fort Lauderdale Public Water System
PW Facility ID #4060486
OGC Case #19-1637

Dear Mr. Lagerbloom:

Enclosed is the executed Consent Order to resolve the above referenced case. This copy is for your records. Please be mindful of all required deadlines within the Order to ensure compliance.

Should you have any questions or comments, please contact Zach Shulman at 561-681-6623 or via e-mail at Zachary.Shulman@floridadep.gov.

Your cooperation in this matter will be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Andreotta", is written over a horizontal line.

Jason Andreotta
Director, Southeast District
Florida Department of Environmental Protection

Enclosure

ec: Lea Crandall, OGC
Raj Verma, Public Works Director
Alain Boileau, City Attorney
Rick Johnson, Utilities Manager
Fred Aschauer, Attorney

Lea.Crandall@dep.state.fl.us
rverma@fortlauderdale.gov
aboileau@fortlauderdale.gov
rjohnson@fortlauderdale.gov
faschauer@llw-law.com

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	SOUTHEAST DISTRICT
)	
v.)	OGC FILE NO. 19-1637
)	
CITY OF FORT LAUDERDALE)	
)	
_____)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and the City of Fort Lauderdale ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a municipal corporation in the State of Florida and a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the City of Fort Lauderdale's Community Water System, PWS No. 4060486, located at 4321 NW 9th Avenue, in Broward County, Florida ("System").
4. The Department finds that the following violations occurred:
 - a) Respondent failed to properly exercise/maintain isolation valves in accordance with equipment's manufacturing guideline or the System's preventative maintenance program, in violation of sub-section 62-555.350(2), F.A.C. Specifically, on July 17th, 2019, a source water main break of the public water system occurred that led to the issuance of a city-wide boil water notice. Review of the incident report concluded that Respondent was unable to quickly isolate

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OGC No. 19-1637

the damage and redirect flow. Inaccurate maps of valve locations contributed to the extended time it took to correct in addition to isolation valves not being properly exercised/maintained.

b) Respondent failed to submit notifications to the Department following events that required the issuance of a boil water notice, in violation of subsection 62- 555.350(10), F.A.C. Specifically, an office file review of other abnormal events concluded that from the time that the Department acquired regulatory jurisdiction of Broward County public water systems in 2018; there were a total of 3 events that required the issuance of a boil water notice where the Department received no notification. The events are as follows:

Date of Event	Location of Event	Population Impacted
February 13, 2019	NW 7 th Ave & NW 14 th Way	343 Service Connections
April 23, 2019	NE 6 th Ct (1942 NE 6 th Ct)	Greater than 200 Service Connections
December 27, 2019	Isle of Venice	Population Greater than 350

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) Within 60 days of the effective date of this Order, the Respondent shall submit a preventative maintenance plan to the Department for review that, at a minimum, exercises 100% of the source water line valves within the first year and 20% of the source water line valves annually thereafter, with the purpose of exercising all such source water line valves in a 5-year period. If the Department has any comments on the proposed plan, it will provide such comments within 15 days of receipt.

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b) Beginning no later than January 1, 2021, Respondent shall implement the preventative maintenance plan referenced in sub-paragraph 5(a) above.

c) Upon implementation of the preventative maintenance plan referenced in sub-paragraph 5(a) above, Respondent shall submit annual reports for 2 years to the Department showing the number of source water line valves exercised. Upon implementation of the maintenance plan, reports shall be submitted to the Department no later than 13 months for the first year, and no later than 25 months for the second year. The reports shall demonstrate that 100% of source water line valves were exercised within the first year of the preventative maintenance plan and at least 20% of source water line valves were exercised in the second year of the preventative maintenance plan. Consistent with its permit for the System, Respondent shall also maintain annual records on the number of exercised valves and have such records available for Department review upon request.

d) Within 60 days of the effective date of this Order, Respondent shall submit a plan for developing a complete map of the existing water supply network within the city's geographic boundaries, including all existing source and distribution mains, control valves, and directional flow routes, to the Department for review and comment. Mapping of the services lines may be accomplished through mapping of the meters/meter boxes. If the Department has any comments on the proposed plan, it will provide such comments within 30 days of receipt. Directional flows, including flows to any facility not belonging to the Respondent, will be shown on the maps. Inactive mains and related appurtenances with shut-off valves should be illustrated and highlighted to define their unique operational status. Maps will be maintained in such a manner that they can be accessed quickly and easily by maintenance and repair crews at all times and from multiple locations, to facilitate a prompt and efficient response to emergencies. As new construction is completed, the Respondent will incorporate as-built drawings of the new components into the maps.

e) Within 36 months of the effective date of this Order, the Respondent shall complete all mapping and certify to the Department in writing that mapping is complete in accordance with the terms of sub-paragraph 5(d) above.

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6. Notwithstanding any other time periods described above, Respondent shall complete all corrective actions required by paragraph 5 on or before August 1, 2023 and be in full compliance with chapter 62-555, F.A.C., other than those excused delays agreed to by Parties, as described in Paragraph 12.

7. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$ 19,099.65 in settlement of the regulatory matters addressed in this Order. This amount includes \$ 5,000.00 for civil penalties, \$ 13,599.65 for a delayed economic benefit and \$ 500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalties are apportioned as follows: \$ 1,000.00 for each of the three water main breaks that were not reported to the Department, \$ 1,000.00 for a failure to maintain or update system maps and the preventative maintenance program; and \$ 1,000.00 for failure to adequately respond to an emergency.

8. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

9. In lieu of making the cash payment of \$ 19,099.65 in civil penalties as set forth in paragraph 7 above, Respondent has elected to off-set this amount by implementing an in-kind penalty project, which has been approved by the Department. The proposed in-kind project attached hereto and incorporated herein as "Exhibit B" has been approved by the Department and involves the construction of 1,100 feet of exfiltration trench for flood mitigation within Hector Park at an estimated cost of \$ 600,000.00, which is at least one and a half times the civil penalty established in paragraph 7 of this Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of

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the effective date of the Consent Order. Respondent shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

10. Except as otherwise provided, all submittals and payments required by this Order shall be sent to the Department of Environmental Protection, Southeast District, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406 or via e-mail at SED.Drinkingwater@FloridaDEP.gov , attention Zach Shulman.

11. Respondent shall allow all authorized representatives of the Department access to the System at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

12. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph

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in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

13. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

14. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

15. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

16. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$10,000.00 per day per violation, and criminal penalties.

17. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

18. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

19. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the

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terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

20. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action

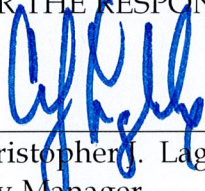
DEP vs. City of Fort Lauderdale
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petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

21. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:



Christopher J. Lagerbloom
City Manager

0721 2020
Date

DEP vs. City of Fort Lauderdale
OGC No. 19-1637

DONE AND ORDERED this 24th day of July, 2020, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jason Andreotta
Director
Southeast District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.


Clerk

July 24, 2020
Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

DEP vs. City of Fort Lauderdale
OGC No. 19-1637

Exhibit A

In-Kind Projects

I. Proposal

a. Within 180 days of the effective day of this Order or in accordance with the approved schedule submitted, Respondent shall complete the entire in-kind project.

b. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

c. In the event Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$19,099.65 penalty, no additional penalties shall be assessed under paragraph 9 for failure to complete the requirement of this paragraph.

d. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by electronic mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

e. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified,

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OGC No. 19-1637

in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$19,099.65, no additional penalties shall be assessed under paragraph 9 for failure to complete the requirements of this paragraph.

Exhibit B

In-kind Project, Proposed Consent Order, OGC Case # 19-1637

City of Fort Lauderdale

The City is proposing the following stormwater water quality improvements as an in-kind project required in the proposed consent order, OGC Case #19-1637.

The prospective project lies in the area bounded by Ponce de Leon Drive on the north, SE 11th Street on the south and east and SE 9th Avenue on the west. Within this area lies a small neighborhood park, called Hector Park. The topography of this area is like a bowl with high water table conditions. The neighborhood is old and is built upon predominantly fine sandy soils. With very little green area for retention, pollutants resulting from storm events are discharged directly into the Tarpon River. In December 2019, the City had two sewer force main breaks in the Rio-Vista neighborhood (in the vicinity of Hector Park) which spewed several million gallons of raw sewage into the Tarpon River.

Over the next six months, the City will complete installation of new wastewater pipes. Initially, it intended to restore the Hector Park to its original condition, clean the catchbasins and repave the streets. However, the City would be willing to include flood mitigation by creating approximately 1,100 feet of exfiltration trench at an estimated cost of \$600,000. This will not only minimize water logging in this low-lying area, it would also improve the water quality by trapping pollutants and sediments in the exfiltration system first before discharging into the Tarpon River. Additionally, this will improve our compliance with the NPDES permit.

If approved, staff will begin finalizing the construction plans and complete this work within 12 months of the project approval.



**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

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

PART IV BONDS AND INSURANCE

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

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

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

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

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

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

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

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

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

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

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

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

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

Rev. 2/2020

Page 4

5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

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

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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

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

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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

Authorized Signature

Title

Name (Printed)

Date

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

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

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

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE

AT THE FOLLOWING LINK: [https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

[nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true)

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1)

(Business Name)

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
- (2)

(Business Name)

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
- (3)

(Business Name)

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.
- (4)

(Business Name)

is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.
- (5)

(Business Name)

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
- (6)

(Business Name)

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO – Revised 7/2/2021



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

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

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

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

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

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

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1)

(Business Name)

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

(2)

(Business Name)

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

(3)

(Business Name)

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

(4)

(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)

(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)

(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

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. 12665-1026
WATER CONSENT ORDER PROGRAM MANAGEMENT AND MAPPING
SERVICES**

ISSUED: May 23, 2022

This addendum is being issued to make the following changes:

1. The opening date has been changed to Monday, June 27, 2022 at 2:00PM Local Time.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 954-686-7296,,696755482#](#) **United States, Fort Lauderdale**

Phone Conference ID: 696 755 482#

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO. 2**RFQ No. 12665-1026
WATER CONSENT ORDER PROGRAM MANAGEMENT AND MAPPING
SERVICES**

ISSUED: June 16, 2022

This addendum is being issued to make the following changes:

1. The following new section is hereby added to Section III, "Scope of Services" of this solicitation.

- Section 3.5 "Incentive – Disincentive" (see attached)

All other terms, conditions, and specifications remain unchanged.

Erick Martinez
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Section 3.5 Incentive - Disincentive.

The City desires to expedite the professional services on this Contract to reduce the time to complete the program management, reporting the FDEP, data collection, survey, and georeferenced mapping of the water infrastructure, and assistance with the water line valves exercise program to comply and meet the civil enforcement actions mandates by FDEP Consent Agreement. While the FDEP deadline for this work is July 23, 2022, the City recognizes that this scope will require 18 to 24 months to complete.

In order to achieve this, an incentive - disincentive provision is established for the Contract. The total "incentive payment" or disincentive deduction shall not exceed \$750,000.00. The City will pay the "Consultant" an "incentive payment" in the amount of \$3,000.00, for each calendar day the actual completion date precedes the Original Contract Time and subject to the conditions precedent set forth below. The term "Original Contract Time" as used in this Article will mean the number of calendar days established for completion of the work in the Contract on the date the Contract was executed. The term "calendar day" as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the "incentive payment" stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, time extensions, extra work, actions of suppliers, subconsultants, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in this type of work. Such delays or events and their potential impacts on performance by the Consultant are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time for purposes of calculation of the "incentive payment" set forth above. Further, any and all costs or impacts whatsoever incurred by the Consultant in accelerating the Consultant's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Consultant in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Consultant's services on the Contract, the Contractor and the City shall agree as to the number of calendar days to extend the Original Contract Time so that such extended Original Contract Time will be used in calculation of the "incentive payment". In the event the Contractor and City are unable to agree to the number of Calendar Days to extend the Original Contract Time, the City will unilaterally determine the number of calendar days to extend the Original Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the City were arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Consultant's written request being made directly to the Director of Public Works, with copies provided to both the City Manager and the

City Attorney, the City reserves unto the Director of Public Works, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the "Original Contract Time" by moving it, or both modify the "Original Contract Time" by moving it and also modify the "incentive amount" by reducing it.

No modification of this "Incentive-Disincentive" provision will be considered by the Director of Public Works for any impacts, whatsoever, beyond the reasonable control of the Consultant, for which the effect results in a time extension of less than 15% of the time remaining in the period from the first day of occurrence of such impact to the expiration of the "Original Contract Time". Furthermore, as to any such impact, for which the effect results in a time extension of 15% or more of the time remaining in the period from the first day of occurrence of such impact to the expiration of the "Original Contract Time," no modification of this "Incentive- Disincentive" provision will be considered by the Director of Public Works unless the Consultant clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the "incentive payment". This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the "incentive payment", and that, but for this impact, the Consultant would have otherwise earned the "incentive payment" provided in the original Contract. Also, to the extent the request is submitted in writing to the Director of Public Works within twenty (20) calendar days or more prior to the expiration of the "Original Contract Time," the Consultant must also continue to aggressively, efficiently, and effectively pursue the completion of the "Incentive-Disincentive" work. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Director of Public Works or twenty (20) calendar days has expired since such written request was received by the Director of Public Works. There shall be no right of any kind on behalf of the Consultant to challenge or otherwise seek review or appeal in any forum, of any determination made by the Director of Public Works under this provision.

The Consultant shall have no rights under the Contract to make any claim arising out of this incentive payment provision except as is expressly set forth in this Article.

As conditions precedent to the Consultant's entitlement to any "incentive payment" the Consultant must:

- (1) Deliver in-hand to the City any and all claims, in full accordance and subject to the limitations in this solicitation and subsequent Contract.
- (2) Actually complete the Contract and obtain final acceptance by the City prior to expiration of the Original Contract Time.
- (3) The Consultant shall notify the City in writing, within 60 days after final acceptance of the Contract by the City, that the Consultant elects to be paid the "incentive payment" which the Consultant is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Consultant of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the City, its employees, officers, agents, representatives, consultants, and their respective employees, officers

and representatives, the Consultant has or may have, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, time extensions, extra work, permitting issues, actions of suppliers, subconsultants, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in this type of work, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all- inclusive and absolute, save and except any routine City final estimating quantity adjustments.

Should the Consultant fail to actually complete the Contract and obtain final acceptance by the City prior to expiration of the Original Contract Time, or should the Consultant, having timely completed the Contract and obtained final acceptance by the City prior to expiration of the Original Contract Time but having failed to timely request the "incentive payment" for any reason, or to fully waive, release and acknowledge satisfaction as set forth in paragraph (3) above, the Consultant shall have no right to any payment whatsoever under this Article. Notwithstanding the Consultant's election or non-election of the "incentive payment" under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not finally accepted by the Allowable Contract Time.

Should the Consultant fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions herein, the City shall deduct \$3,000.00 for each calendar day completion exceeds the Allowable Contract Time, from the monies otherwise due the Consultant. The term "Allowable Contract Time" as used in this Article shall mean the Original Contract Time plus adjustments as allowed herein. This deduction shall be the disincentive for the Consultant's failing to timely complete the Contract. Section II, "General Terms and Conditions," Article 2.30, "Liquidated Damages for Failure to Perform" shall remain in effect and is applicable. **Note: Deductions will only be applied if the FDEP accesses fines against the city for non-compliance with the Consent Order.**

In the event the Consultant elects to exercise this "incentive payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

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Question and Answers for Bid #12665-1026 - Water Consent Order Program Management and Mapping Services

Overall Bid Questions

Question 1

In reference to Section 4.2 of the RFQ, it states: "The City prefers that responses be no more than 100 pages in one complete pdf document". Will the required forms, including Standard Form 330, be excluded from the 100-page count? (Submitted: Apr 26, 2022 1:22:55 PM EDT)

Answer

- The required forms, including Standard Form 330, are included in the 100-page count. (Answered: May 17, 2022 8:30:58 AM EDT)